



SHAW-WALKER

Form 17, 2-1966

STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS

WELL RECORD CONTROL SHEET

County: Ashtabula Company: Russell McConnell, Inc  
Permit No.: 206 Address: P. O. Box 5  
Township: Andover Dorset, Ohio  
Section or Lot: S 3  
Well No.: 1 Lease: French & Papp

Permit to Drill: 4-25-67

Records Received:

Bond--

Casing Tickets:

Company: The Ohio Casualty Insurance Company

Number: 1 266-652

Completion Log:

Type: Individual

Plugging Record:

Amount: \$1,500.00

Production Record, 19\_\_

Permit to Plug:

GIBBS ROAD

C.N. & WAVE FRENCH 146.92 ACRES

10 ACRE DRILLING UNIT

Permit No. 206  
County: Ashtabula  
Township: Andover  
Section of: 3

PROPOSED LOCATION

330'

630'

90°

330'

470'

90°

NORTH ZONE

OHIO CO-ORDINATES

N. 705 820

E. 2 534 720

ANDOVER QUAD  
Lot 38

Lot 39

HELEN E. PAPP 85.00 ACRES

TYPE OF WELL

SCALE IN FEET

New Location.. ☒  
Drill Deeper.. ☐  
Abandonment.. ☐

200

0

200

400

1" = 200'

☒ .. Oil or Gas  
☐ .. Salt or Brine  
☐ .. Core Test

Wells located in township and range areas should be surveyed from section or half-section lines, and in Military Land Areas from lot lines or other original subdivision boundaries. All such corners or lines should be indicated.

Company RUSSELL MCCONNELL INC.  
Address

Farm C.N. & WAVE FRENCH Acres 146.92

Well No. 1 Elevation (Spirit Level) 1055.10

Section Lot 38 Twp. ANDOVER

County ASHTABULA Date APRIL 22 1967

Plat Showing Proposed Location

State of Ohio

Department of Industrial Relations  
Division of Mines  
Columbus

CERTIFICATE OF SURVEYOR

I, the undersigned, hereby certify that this map is true and correct as required by the General Code of Ohio.

Ronald M. Binkley  
Registered Surveyor No. 42291

ACKNOWLEDGED

Before me a Notary Public in and for Ashtabula County, Ohio, this 24th day of April, 1967. My commission expires

Rhoda S. Weiner  
Notary Public

FRANKLIN BLUE PRINT & SUPPLY CO.

RHODA S. WEINER, Notary Public  
My Commission Expires Sept. 26, 1967

300 S.L. & 960 E.L. OF LOT 38 - E F.W.C. & C.T.

Russell Mc Connell, Inc.

STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS

OFFICE ROUTE SLIP FOR PERMITS

County: Costilla

Permit No: 206

	Date	Initials
1. Affidavit of Ownership	<u>4-25</u>	<u>sp</u>
2. Application	<u>4-25</u>	<u>sp</u>
3. Plat	<u>4-25</u>	<u>sp</u>
4. Location checked	<u>4-25</u>	<u>JD</u>
5. Bond	<u>\$1500.00</u>	<u>sp</u>
6. Bond checked	<u>4-25</u>	<u>sp</u>
7. Fee paid <u>25.00</u> <del>by check</del>	<u>4-25</u>	<u>sp</u>
8. Sent-Div. of Mines	<u>—</u>	<u>—</u>
9. Returned-Div. Of Mines	<u>—</u>	<u>—</u>
10. Permit issued	<u>4-25</u>	<u>sp</u>
11. Permit mailed <u>by operator</u>	<u>4-25</u>	<u>sp</u>
12. Entered - List of Wells	<u>4-25</u>	<u>sp</u>
13. Entered - Permit List	<u>4-28</u>	<u>Die</u>
14. Final map check	<u>—</u>	<u>—</u>
15. Data on Bond Card	<u>4-25</u>	<u>sp</u>
16. Data on Operator's card and Control Sheet	<u>4-25</u>	<u>sp</u>



State of Ohio  
Department of Natural Resources  
Division of Oil and Gas

FILES

## PERMIT

Permit No. 206  
Date: 4-25-67

Permission is hereby granted to: Russell McConnell, Inc.  
P. O. Box 5  
Dorset, Ohio

To perform the operations indicated below at the following wellsite:

Well No.: 1 Lease: French & Papp  
County: Ashtabula Civil Township: Andover  
Section: 3 Lot:          Quarter Section:           
City Lot:          of City or Village:           
Survey:          Allotment:           
Footage location: 800' from SL and 960' from EL of Lot 38  
Tools: Rt. & CT. Proposed Total Depth: 6400 feet in Cambrian formation.  
Elevation: GL 1055.10 DF          KB         

Oil and/or Gas XX Brine          Artificial Brine (Salt)           
Drill New Well XX Reopen          Deepen          Plug Back           
Abandon new well if unproductive XX Abandon old well           
Disposal          Substance to be disposed           
Disposal interval          in          formation.  
Storage: Input (Injection)          Extraction           
Substance to be stored           
Storage interval          in          formation.  
Core Hole          Stratigraphic ("slim hole")           
Secondary Recovery: Input (Injection)          Production           
Method: Air          Gas          Water          Thermal         

Permit is NOT TRANSFERABLE. This permit, or an exact copy thereof, must be displayed in a conspicuous and easily accessible place at the wellsite before operation commences and remain until the well is completed.

Permit expires 180 days after issuance, unless operations have commenced prior thereto.

All mudding, cementing, placing and removing casing, and plugging operations must be done under the supervision of:

OIL AND GAS WELL INSPECTOR

DEPUTY MINE INSPECTOR

Karl MerrickDellroy, OhioPhone: 735-2203Phone:         

## APPROVED CASING PROGRAM:

Ample notification to INSPECTOR  
is necessary.

9-5/8" approx. 400', through fresh water, cemented to surface  
7" approx. 400' and through the Clinton  
4 1/2" Production casing to T.D. and cemented.

Signed: Donald L. Norling

Division of Oil and Gas

Chief

sp

State of Ohio  
Department of Natural Resources  
Division of Oil and Gas

APPLICATION FOR PERMIT TO DRILL, REOPEN, DEEPEN,  
PLUG BACK, OR ABANDON A WELL  
(Required by Chapter 1509 of Ohio Revised Code)

311  
~~308~~

Date of Application: \_\_\_\_\_

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS  
811 OHIO DEPARTMENTS BUILDING  
COLUMBUS, OHIO 43215

For use by DIVISION OF OIL AND GAS  
PERMIT NUMBER: 206  
PERMIT ISSUED: 4-25  
BOND-AMOUNT: 1500.00  
DATE: 4-25  
FEE-AMOUNT: 35.00  
DATE PAID: 4-25  
PERMIT ISSUED BY: Donald A. Rodling  
REMARKS: \_\_\_\_\_

I, We, Russell McConnell, Inc.(P. O. Address) P. O. Box 5, Dorset, Ohio

hereby apply for a permit to drill, reopen, deepen, plug back, or abandon a well as follows:

Oil and/or Gas x Brine \_\_\_\_\_ Artificial Brine (Salt) \_\_\_\_\_  
New well x Reopen \_\_\_\_\_ Deepen \_\_\_\_\_ Plug back \_\_\_\_\_ Abandon \_\_\_\_\_  
Disposal \_\_\_\_\_ Substance to be disposed \_\_\_\_\_  
Storage: Input (Injection) \_\_\_\_\_ Extraction \_\_\_\_\_  
Substance to be stored \_\_\_\_\_  
Core Hole \_\_\_\_\_ Stratigraphic ("slim hole") \_\_\_\_\_  
Secondary Recovery: Input (Injection) \_\_\_\_\_ Production \_\_\_\_\_  
Method: Air \_\_\_\_\_ Gas \_\_\_\_\_ Water \_\_\_\_\_ Thermal \_\_\_\_\_

1. DESIGNATION -  
Well Number: 1; Property Owner: French & Papp

2. LOCATION -  
County: Ashtabula; Civil Township: Andover; Section: 3  
Lot: 38 & 39; Quarter Section: \_\_\_\_\_; City Lot: \_\_\_\_\_ of  
City or Village: \_\_\_\_\_; Survey: \_\_\_\_\_; Allotment: \_\_\_\_\_

The location of said well is shown on the accompanying map prepared by an Ohio registered surveyor.

3. TYPE OF TOOLS - Cable: \_\_\_\_\_; Rotary: RT. + CT.; both \_\_\_\_\_

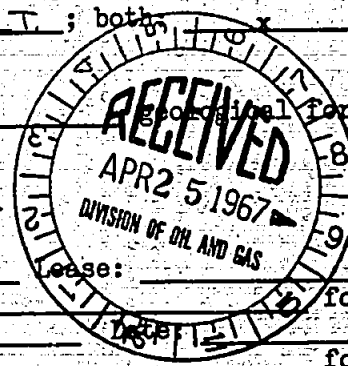
4. IF NEW WELL -  
Proposed Objective: To Trempealeau  
Proposed Total Depth: 6400 feet.

5. IF REOPENED, DEEPENED, PLUGGED BACK, or ABANDONED -  
Permit Number: \_\_\_\_\_  
Previous Operator: \_\_\_\_\_ Well No.: \_\_\_\_\_ Lease: \_\_\_\_\_  
Previous Total Depth: \_\_\_\_\_ feet in \_\_\_\_\_ formation.  
Amount of Last Production: \_\_\_\_\_  
Proposed Total Depth: \_\_\_\_\_ feet in \_\_\_\_\_ formation.  
Approx. 400' thru fresh water, cemented to surface

6. PROPOSED CASING PROGRAM - 9 5/8" surface casing, 7" O.D. casing, 4 1/2" casing to T.D.  
approx 4000' of 7" and thru the Clinton

7. PLAN FOR DISPOSAL OF WATER AND OTHER WASTE SUBSTANCES - Slush Pit

8. BONDING - Surety Company: Name The Ohio Casualty Insurance Company  
Address Hamilton, Ohio

Amount of Bond: \$ 1500. Bond Number: 1-226-652

9. DRILLING UNIT - Acres: 287  
A) Drilling unit wholly owned by applicant: Yes x No \_\_\_\_\_  
B) Voluntary Pooling: Yes x No \_\_\_\_\_  
If Yes, attach copy of pooling agreement (Required by Section 1509.26 of the Ohio Revised Code).  
C) Mandatory Pooling: Yes \_\_\_\_\_ No x  
If Yes, attach application for mandatory pooling order by Chief of Division of Oil and Gas (Required by Section 1509.27 of the Ohio Revised Code).

10. ROYALTY INTERESTS - List the names and addresses of all persons holding royalty interest in the subject tract or within the proposed drilling unit (attach supplementary sheet if necessary):

<u>Name</u>	<u>Address</u>
United Natural Gas Co.	Oil City, Pa.
Ashland Oil & Refining	Ashland, Kentucky
Helen E. Papp	Andover, Ohio
Waive G. French	Andover, Ohio
Marion C. French	Andover, Ohio

11. PROXIMITY TO MINING OPERATION (Required by Section 1509.08 of Ohio Revised Code) -  
Location is within a coal-bearing township: Yes \_\_\_\_\_ No x  
Location is within the excavations or workings of a mine or within 300 feet of a mine opening: Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, state: Name of mine: \_\_\_\_\_  
Name and address of person or company operating the mine: \_\_\_\_\_

For use by DIVISION OF OIL AND GAS, AND DIVISION OF MINES

Application referred to	
Division of Mines - Date: _____	By: _____
Action by Division of Mines	
Approved by: _____	Date: _____
Disapproved by: _____	Date: _____
Explanation: _____	
_____	
_____	

I, We, hereby agree to conform to all provisions of Chapter 1509 of the Ohio Revised Code, and to all rules and regulations issued by the Chief, Division of Oil and Gas.

Operator: \_\_\_\_\_

Per \_\_\_\_\_  
(Signature of Owner) Title

Per Wesley J. Huff  
(Signature of authorized agent) Title

A certified copy of appointment of agent must be attached.

P. O. Address: \_\_\_\_\_

CONSOLIDATION OF LEASES

Permit No. 206  
County: Ashtabula  
Township: Ashtabula  
Section: 35

THIS AGREEMENT made and concluded this 18th day of April, 1967

by and between Helen E. Papp, a widow, Waive G. French, widow, Maude G. French, widow of C. N. French, deceased, and Marion C. French and Marian French, husband and wife, herein collectively referred to as LESSORS, and Russell McConnell, Inc. an Ohio Corporation of Dorset, Ohio, herein referred as LESSEE.

WITNESSETH, That:

WHEREAS LESSEE is the owner of the following described leases for oil and gas purposes covering lands owned by the LESSORS situated in Andover Township, Ashtabula County, Ohio:

LESSOR	DATE OF LEASE	RECORDED VOL.	PAGE	ACRES
Helen E. Papp, widow	April 5, 1961	59	149	85
Waive G. French, widow	February 17, 1964	65	651	202.76
C. N. French and Maude G. French, husband and wife (C. N. French now deceased) Maude G. French, widow, heir at law, Marion C. French	February 17, 1964	68	543	202.76

and

WHEREAS the LESSORS desire to consolidate the lands described in and subject to said leases into a single tract of land for the purpose of drilling for oil or gas on said lands, herein referred to as the Consolidated Lands, upon and subject to the terms and conditions hereinafter expressed, and

WHEREAS the LESSORS desire to share one-eighth (1/8) of the proceeds of the production from any well or wells if drilled on the Consolidated Lands in the proportions hereinafter provided, and

WHEREAS for the purposes of such consolidation and participation the parties desire to modify and supplement the terms and conditions of the aforesaid leases:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid to each of the LESSORS by the LESSEE, the receipt of which is hereby acknowledged and the mutual promises and obligations of the parties, it is agreed as follows:

1. Not later than September 1, 1967, LESSEE may, at its option, commence the drilling of a well for oil or gas on the Consolidated Lands and, if it shall elect to commence such well within said time, it shall prosecute the drilling thereof with due diligence down to and through the Trempleau Sand unless oil or gas shall be found in paying quantities in its judgment at a lesser depth. The location of said well on the Consolidated Lands shall be determined by LESSEE, provided that it shall not be located closer to the buildings designated in the lease covering the lands on which it is to be drilled than the distance from said buildings specified in said lease. LESSEE and the owners of said lands consent to a lesser distance. LESSEE shall not be found in said Trempleau Sand in paying quantities. LESSEE may drill said well to any depth it desires below said sand. LESSEE shall not elect to commence said well within the time aforesaid. This agreement and all the rights and obligations of the parties hereunder shall be null and void

LOCEY K. TEATSORTH  
ATTORNEY AT LAW  
24 NORTH CHESTNUT ST.  
JEFFERSON, OHIO



Permit No. 206  
County: Ashtabula  
Township: Conneaut  
Section 10

and of no further effect from and after the expiration of said time and thereafter shall not be deemed or construed to alter or modify the aforesaid leases, but each of said leases shall continue valid and subsisting as to all its terms and provisions.

2. The commencement and completion of said well by LESSEE as aforesaid shall be full development of all the Consolidated Lands for oil and gas and shall release LESSEE from any and all obligations, expressed or implied, in law or by contract, to drill any other wells upon the Consolidated Lands or to further develop the same for oil or gas, including any and all obligations to drill offset wells thereon or to compensate LESSORS in lieu of drilling offset wells thereon; provided, however, that LESSEE may drill such additional wells on the Consolidated Lands as it sees fit in its sole judgment. Any well drilled on the Consolidated Lands shall be deemed to be and shall have the effect of a well drilled on the lands covered by each of the aforesaid leases for all the purposes and intentions of each such lease, except to the extent such purposes and intentions are herein modified or annulled; provided that only the owner of the lands on which said well is located shall have the privilege of taking gas for use in one dwelling house on said lands in accordance with and subject to the provisions of the lease covering said lands.

3. In lieu of all royalty, well rental or land rental reserved or required to be paid to LESSORS by the terms of the aforesaid leases, LESSORS shall receive and do hereby agree to accept in the proportions hereinafter stipulated for and from the production of any well drilled on the Consolidated Lands, and not used for gas storage purposes pursuant to said leases, the equal one-eighth (1/8) part of all the oil produced from any such well and saved from the Consolidated Lands or, at LESSEE'S option, an amount equal to the market price of such one-eighth (1/8) royalty oil based on the market price for oil of like grade and gravity prevailing on the date such oil is run into the pipe line or into the storage tanks; and, if gas is produced from any such well, the sum of one-eighth (1/8) of all such gas marketed and used off the Consolidated Lands. Such one-eighth (1/8) royalty shall be apportioned and distributed to LESSORS as follows:

NAME	ADDRESS	SHARE OF 1/8th ROYALTY
Helen E. Papp	Andover, Ohio	.295388
Waive G. French	Andover, Ohio	.352306
Marion C. French	Andover, Ohio	.352306

Payments shall be made to the persons designated by checks payable to their order and mailed to them at their said addresses. Payments for a well converted to and used for gas storage purposes shall be made in accordance with the terms of said lease.

4. All the terms, covenants and conditions of the aforesaid leases not inconsistent with or modified by the terms and provisions of this agreement shall remain in full force and effect and shall continue valid and subsisting with the terms and provisions of this agreement so long as any well drilled on the Consolidated Lands shall be in process of drilling and so much longer as any such well shall be capable of producing oil or gas in paying quantities in LESSEE'S judgment or shall be converted to and used for gas storage purposes in accordance with said leases. In the event the well or wells drilled on the Consolidated Lands shall prove to be unproductive of oil or gas upon the completion or shall cease to be capable of producing oil or gas in paying quantities in LESSEE'S judgment or shall cease to be used for gas storage purposes, said leases shall, by payment of rental or for drilling or production thereunder, continue valid and subsisting as to all their terms, subject always to the covenants and conditions herein expressed, until the

LOCEY K. TEATSORTH  
ATTORNEY AT LAW  
34 NORTH CHESTNUT ST.  
JEFFERSON, OHIO



termination of said leases as therein provided.

This agreement shall be binding upon and shall inure to the benefit of LESSEE and the LESSORS who sign the same, their respective heirs, personal representatives, successors and assigns. The failure of any of the owners of the lands covered by the aforesaid leases to execute this agreement shall not, if LESSEE shall execute the same, in any way affect or invalidate it as to the LESSORS who sign, but the LESSORS who sign shall receive only the royalty apportioned to them hereunder.

IN WITNESS WHEREOF the parties have hereunto set their signatures the day and year first above written.

Witnesses to  
Signature No.

Witnesses to  
Signature No.

Witnesses to  
Signature No.

Witnesses to  
Signatures  
Nos. 4 and 5

WITNESS: Jessie H. Mays

Rosemary H. Belz

Blackburn Enders

Robert A. Hall

Mrs. Virginia M. Black

Miss C. Emery

Robert A. Hall

Benjamin A. Heath

1. Helen E. Papp  
Helen E. Papp

2. Waive G. French  
Waive G. French

3. Maudie G. French  
Maudie G. French

4. Marion C. French  
Marion C. French

5. Marian French  
Marian French

RUSSELL MCCONNELL, INC.

By Russell McConnell  
Russell McConnell - President

By Margaret Lahti  
Margaret Lahti - Secretary

STATE OF OHIO

Ashtabula COUNTY SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Helen E. Papp, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Andover, Ohio, this 24th day of April, 1967.

Rosemary H. Belz  
Notary Public  
ROSEMARY H. BELZ, Notary Public  
My Commission Expires May 10, 1969

STATE OF OHIO

Ashtabula COUNTY SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Waive G. French, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

LOCEY K. TEATSORTH  
ATTORNEY AT LAW  
54 NORTH CHESTNUT ST.  
JEFFERSON, OHIO





IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at  
Andover, Ohio, this 22 day of April, 1967.

Permit No. 206  
County: Ashtabula  
Township: Andover  
Section: 3  
SS  
ROBERT A. HALL  
Notary Public  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
AUG. 2, 1968

STATE OF OHIO  
Trumbull COUNTY

BEFORE ME, a Notary Public, in and for said County and State, personally  
appeared the above named Maude G. French who acknowledged that she did sign  
the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at  
Warren, Ohio, this 20 day of April, 1967.

Pete G. Nicora  
Notary Public  
PETE G. NICORA  
MY COMMISSION EXPIRES MAY 3, 1970

STATE OF OHIO  
Ashtabula COUNTY

BEFORE ME, a Notary Public, in and for said County and State, personally  
appeared the above named Marion C. French and Marian French, who acknow-  
ledged that they did sign the foregoing instrument and that the same is their  
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at  
Andover, Ohio, this 18<sup>th</sup> day of April, 1967.

Robert A. Hall  
Notary Public  
ROBERT A. HALL  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
AUG. 2, 1968

LOCEY K. TEATSORTH  
ATTORNEY AT LAW  
54 NORTH CHESTNUT ST.  
JEFFERSON, OHIO



State of Ohio  
Department of Natural Resources  
Division of Oil and Gas

## AFFIDAVIT OF OWNERSHIP

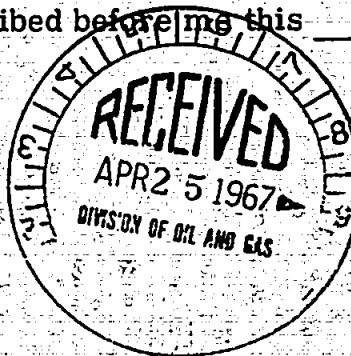
STATE OF OHIO )  
COUNTY OF Ashtabula ) SS

Permit No. 706  
County: Ashtabula  
Township: Conover  
Section: 13

The undersigned, being first duly sworn, deposes and says that he <sup>abandon</sup> is a person who has the right to drill, deepen, reopen, plug back, use for disposal purposes, or use for injection purposes (indicate the appropriate term) a well situated upon the tract of land or drilling unit described in the application to which this affidavit is attached, and made a part thereof; that he has the right to produce such oil, gas, or brine as may be found, and appropriate such production either for himself or for others; and that he is the "owner" of the subject tract or drilling unit as such term is defined by division (K) of Section 1509.01 of the Ohio Revised Code.

Signed: Russell McConnell  
Representing: Russell McConnell, Inc.  
Address: P. O. Box 5, Dorset, Ohio

SWORN to and subscribed before me this 22nd day of April 19 67.



Robert A. Hall  
Notary Public

ROBERT A. HALL  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
AUG. 2, 1968



Russell McConnell, Inc.  
P. O. Box 5  
Dorset, Ohio 44032

Permit No.	206
County:	ASHTABULA
Township:	ANDOVER
Section:	Lot: 38, 32014

May 29, 1967

Mr. Donald L. Norling, Chief  
Division of Oil and Gas  
Columbus, Ohio 43215

Dear Mr. Norling:

Re: Permit No. 206, Ashtabula Co.  
Date: 4-25-67

Drilling was commenced on the Well No. 1 on the lease of  
French and Papp, Andover, Ohio., on May 28th, 1967.

Very truly yours,

*Russell McConnell*  
Russell McConnell

RM/mcl

cc: Karl Merrick, Dellroy, Ohio



Form 19, 7-1966

STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS

RECORD OF CEMENTING AND MUDDING

Permit No.:	206
County:	Ashtabula
Township:	Indover
Sec.:	5
Lot:	
Twp.:	

OPERATOR: Russell McConnell, Inc.  
P. O. Box 5  
Doreat, Ohio  
(Zip Code)

CONTRACTOR: Armstrong Drilling

WELL NO.: 1 LEASE: French & Penn

DATE PERMIT ISSUED: 4/25/67

DATE OF CEMENTING: 5/31/67

DATE OF MUDDING: \_\_\_\_\_

DATE OF COMPLETION OF DRILLING: \_\_\_\_\_

DEPTH OF HOLE: 391' Feet

RECORD OF CASING AND TUBING -- (Attach cement/mud tickets if available.)

SIZE	AMOUNT
<u>9 5/8"</u>	<u>387'</u>
_____	_____
_____	_____
_____	_____

PROCEDURE

Cemented outside of 9 5/8" casing from  
387' to surface. Used 165 sks. portland  
cement with 2% Ca. Cl-2.  
Circulated & returned cement.



Signed: Harold Mervick  
Oil and Gas Well Inspector

Date: 5/31/67



Form 19, 7-1966

STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS

RECORD OF CEMENTING AND MUDDING

Permit No.:	206
County:	Ashland
Township:	Andover
Sec.:	Lot: 38 Twp. 1

OPERATOR: Russell McConnell, Inc.  
P. O. Box 5  
Dorsat, Ohio (Zip Code)

CONTRACTOR: W. B. Armstrong

WELL NO.: 1 LEASE: French & Papp

DATE PERMIT ISSUED: 4/25/67

DATE OF CEMENTING: 6/5/67 DATE OF MUDDING: \_\_\_\_\_

DATE OF COMPLETION OF DRILLING: \_\_\_\_\_

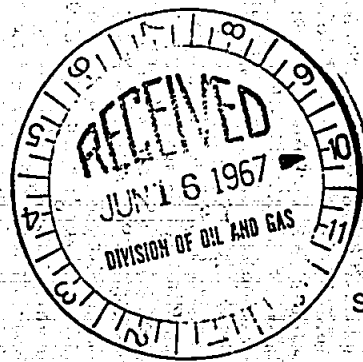
DEPTH OF HOLE: 4105' Feet

RECORD OF CASING AND TUBING -- (Attach cement/mud tickets if available.)

SIZE	AMOUNT
7"	4100'

PROCEDURE

Cemented outside of 7" casing from  
4100' to surface. Used 100 sks. reg.  
cement.



Signed: Karl Merrick  
Oil and Gas Well Inspector

Date: 6/5/67



Mail To H&R Merrick



CEMENTING SERVICE  
TICKET

No.

FORM AR-7

DATE 6-5-67	CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SEC.	TWP.	Range	TRUCK CALLED OUT DATE A. M. P. M.	ON LOCATION DATE A. M. P. M.	JOB STARTED DATE A. M. P. M.	JOB COMPLETED DATE A. M. P. M.
WELL NO. AND FARM 1 Fawcett papa		PLACE OR DESTINATION Williamsfield				COUNTY Ashland	STATE Ohio		
TYPE OF WELL 1 <input type="checkbox"/> WORKOVER 2 <input type="checkbox"/> EXPLORATORY 3 <input type="checkbox"/> DEVELOPMENT 4 <input type="checkbox"/> OTHER		OWNER Russell McDonald				CONTRACTOR W.B. Armstrong			
DUNCAN USE ONLY		CUB. INV. REQ. A		CHARGE TO W.B. Armstrong					
		<input type="checkbox"/> 1		MAILING ADDRESS Box 75					
		<input type="checkbox"/> 2		CITY AND STATE Wooster Ohio					
		<input type="checkbox"/> 3							
<input type="checkbox"/> 4									
<input type="checkbox"/> OTHER									
No. Copies									

OWNER, OPERATOR OR HIS AGENT STATES THE WELL IS IN CONDITION FOR THE SERVICE JOB TO BE PERFORMED AND SUBMITS THE FOLLOWING DATA:									
TYPE OF JOB (1) ONE		CASING		HOLE DATA		TUBING OR DRILL PIPE		CEMENTING PACKER	
SURFACE	NEW	✓	BORE SIZE	8 3/4	SIZE		SIZE		MAKE FLOAT EQUIPMENT
INTERMEDIATE	USED		TOTAL DEPTH	4105	TYPE		TYPE		FLOAT COLLAR
PRODUCTION	SIZE	7"	ROTARY	✓	WEIGHT		WEIGHT		GUIDE SHOE
SQUEEZE	WEIGHT	20	CABLE TOOL		TOTAL DEPTH		DEPTH SET		FLOAT SHOE Howard
PUMPING	DEPTH	4100							OTHER EQUIPMENT
PLUG BACK	TYPE								
GROUTING									
OTHER (write in)									
SQUEEZE OR PLUG BACK DATA									
PURPOSE	Depth From	TO APPROX.	CASING	IN SIZE	HOLE	BULK? SACKS	SACKED? TYPE	MIXED WT. PER GAL	BRAND
WATER						100	B. S. G.		
GAS									
Abandon									
CEMENT DATA									

OTHER DATA ON SERVICE OPERATION			
PLUGS AND HEADS		PRESSURE	
BOTTOM PLUG	TYPE Rubber	CIRCULATING	700
TOP PLUG	TYPE Rubber	MINIMUM	0
TYPE HEAD	P. C.	MAXIMUM	850
CEMENT LEFT IN CASING		25	FT.
<input checked="" type="checkbox"/> BY REQUEST <input type="checkbox"/> NECESSITY		MEASURED WITH LINE? <input checked="" type="checkbox"/>	
TRUCK NO. & TYPE	TRUCK LOCATION	TITLE	NAME
6480710	Wooster	Cementor	C. H. Campbell
		Driver	
		Cementor	
		Driver	
		Cementor	
		Driver	
		Cementor	
		Driver	

INVOICE SECTION		
DEPTH OF JOB	4100	FT.
PRICE REF.	SERVICE AND RENTAL CHARGES	
	BASE CHARGE	FT.
	FT.	Per Ft.
	per 100' or Fraction	
	EXTRA TRUCK	
	STAND BY TRUCK	
	MILEAGE	@
TERMS - NET, PAYABLE BY 20th OF FOLLOWING MONTH. INTEREST CHARGED AFTER 60 DAYS FROM DATE OF INVOICE.		
SUB-TOTAL		
TAX		
TOTAL		

The following information is urgently requested in order that we may be fully advised and to enable us to keep our standard of service up to the highest point.

WAS OPERATION OF THE CEMENTING EQUIPMENT SATISFACTORY? \_\_\_\_\_

WAS THE WORK OF THE CREW PERFORMED IN A SATISFACTORY MANNER? \_\_\_\_\_

WAS CEMENTING JOB SATISFACTORILY COMPLETED? \_\_\_\_\_

SUGGESTIONS: \_\_\_\_\_

*Ernest B. Brown*  
OWNER, OPERATOR OR HIS AGENT

COPY

Form 19, 7-1966

STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS

RECORD OF CEMENTING AND MUDDING

Permit No.:	206
County:	Ashtabula
Township:	Indover
Sec.:	Lot: 38 1/4 Twp.:

OPERATOR: Russell McConnell, Inc.  
P. O. Box 5  
Dorset, Ohio (Zip Code)

CONTRACTOR: Armstrong Drilling Co.

WELL NO.: 1 LEASE: French & Penn

DATE PERMIT ISSUED: 4/25/67

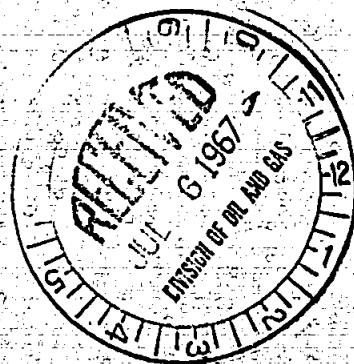
DATE OF CEMENTING: 6/17/67 DATE OF MUDDING:

DATE OF COMPLETION OF DRILLING: 6/16/67

DEPTH OF HOLE: 6595' Feet

RECORD OF CASING AND TUBING -- (Attach cement/mud tickets if available.)

SIZE	AMOUNT	PROCEDURE
4 1/2"	6595'	Cemented 4 1/2" casing with 50 sks. reg. cement.
		Lat hole plugged with 10 sks. cement.



Signed: Harold Merrick  
Oil and Gas Well Inspector  
Date: 6/17/67

## CEMENTING SERVICE REPORT

DWL-490-C PRINTED IN U.S.A.

CUSTOMER

RUSSELL McCONNELL

WELL

FRENCH - PAPP #1

LOCATION

ANDOVER Twp

POOL

W.C.

COUNTY

ASHLAND

STATE

OHIO

CONTRACTOR

ARMSTRONG DRILLING

JOB INSTRUCTIONS Cement 4 1/2 @

6 6595' USING 50

SKS. EXPANDING

Cement

JOB SCHEDULED FOR

ARRIVED LOCATION 18:30

DATE AND TIME

PRESSURE

TUBE OR D.P.

CASING

BARRELS

PUMPED

DETAIL

6-17-67 21:00

6-18-67 03:15

05:20

05:25

05:35

05:55

1200

TRUCKS RIGGED UP WEIGHING ON RIG.  
RIG BEARING AND CIRCULATING HOLE  
SL PUMPING FRESH WATER.  
SL CEMENT  
CEMENT IN DROP PLUG PUSHED LINE  
SL DISPLACEMENT  
PLUG HANDLED BLEED-OFF REPRESSURED  
TO 500 P.S.I. BLEED-OFF FLOAT HOLDING  
JOB COMPLETE

REMARKS

TIME LEFT LOCATION

## CEMENT DATA

CUBIC FEET	BRAND	TYPE	GEL & %	OTHER ADMIXES	%	SLURRY WT.
50	PORTLAND	A		EXPANDING		15.5

MODIFIED CEMENT LICENSE APPLIES ON

MATERIAL FURNISHED BY CUSTOMER

GULF HIGH GEL LICENSE APPLIES ON

SACKS

CUBIC FEET

PRESSURE

MIXED

BREAKDOWN

AVERAGE

FINAL

WASHED THRU:

YES

NO

TO

DISPLACED

PUMPED BY

MEASURED BY

PRESSURE

WAS CIRCULATION LOST

DOWELL

DISPLACEMENT

MAXIMUM

RIG

WIRE LINE

MINIMUM

YES

NO

WAS CEMENT CIRCULATED TO SURFACE

YES

NO

CEMENT LEFT IN PIPE

0 FT

NECESSITY

REQ'D

CALL

BACK

DATE

CUSTOMER REPR. CONTRACTED

CUSTOMER CONSIDERED SERVICE:

SATISFACTORY

UNSATISFACTORY

UNKNOWN

DATE 9/11/67  
OWNER OR OPERATOR OF WELL Russell McConnell  
P. O. Box 5  
P.O. ADDRESS Dorset, Ohio  
NO. OF WELL 1 SECTION L-38 AS --- OIL ---  
TOWNSHIP Andover COUNTY Ashtabula  
ON FARM KNOWN AS French & Papp  
DATE OF PERMIT TO DRILL 4-25-67 P.206  
WHEN DRILLED 5-28-67 to 9-9-67  
TOTAL DEPTH 6661' TOP OF SAND 6637

	TOP	BOTTOM
FRESH WATER STRATA		
DEPTH OF COAL		
" " "		
" " "		
FIRST COWRUN SAND		
CAMBRIDGE LIME		
MACSDURG 500 SAND		
SECOND COWRUN SAND		
SALT SAND		
MAXTON SAND		
BIG LIME OF W. VA.		
KEENER SAND		
BIG INJUN SAND		
SQUAW SAND		
BEREA SAND		
GORDON SAND		
BIG LIME	2450	3750
ORISKANY		
1ST WATER		
SALT		
2ND WATER		
NEWBERG		
CLINTON SAND	4009	
TRONTON	Trenton 5960	
ST. PETER	Trenton 6637	

Form 567-5M

# PLUG BACK

MANNER IN WHICH WELL WAS PLUGGED, DESCRIPTION IN  
DETAIL: Set electric plug at 6555'.  
Hole loaded with mud  
4 1/2" casing cut at 5990'.  
Would not pull.  
4 1/2" casing cut at 5540'.  
Pulled to 4235'.  
Spotted cement plug 4235' to 4059'.  
7" casing to be perforated and clinton  
tested.

## CASING RECORD

9 5/8" - 400'  
7" - 4109'  
4 1/2" - 6595'

out 55'

DATE OF ABANDONMENT 9-13-67

SIGNATURE OF INSPECTOR

P. O. BOX 2175, HOUSTON, TEXAS 77001

WELL IDENTIFICATION		No. Shots	PERFORATING INSTRUCTIONS
State <u>Ohio</u>	County <u>Ashtabula</u>		Between
Lease <u>French &amp; Papp</u>	Well No. <u>#1</u>	<u>Top</u>	at <u>Play</u> and at <u>65.5</u> ft.
Location <u>Section 3</u>			and
Company <u>Lohman - Johnson Oil Co.</u>		<u>65 1/4</u>	cut and <u>65.5</u> ft.
Said well has been drilled to <u>65.5</u> ft. and is in good condition.			<u>65 1/4</u> ft. and <u>65.5</u> ft.

IF SIGNED BY AN AGENT ON BEHALF OF CUSTOMER, SAID AGENT REPRESENTS THAT HE HAS FULL AUTHORITY FROM HIS PRINCIPAL TO EXECUTE SAME. IN THE ABSENCE OF AUTHORITY, THE SIGNER AGREES THAT HE SHALL BE OBLIGATED HEREUNDER AS CUSTOMER.

SAME, IN THE ABSENCE OF AUTHORITY, THE SIGNER AGREES THAT HE SHALL BE OBLIGATED HEREUNDER AS CUSTOMER.

Customer's Name (Print) Lehmann - Johnson Oil Co. Durwell - Top Cement Plant 40

2945 Banksville Road	Permanent	Ref. . . . . 47
----------------------	-----------	-----------------

Invoice #	2103	Permanent	1201
Mailing Address	Pittsburgh, Pa 15311	Address	Cemented w/ US Shs cement

Address: 1115 S. 1st St., Apt. 13 Address: 1115 S. 1st St., Apt. 13

D. E. Daniel Old Line by DC-6  
(SIGNATURE OF CHASOR OR AUTHORIZED REPRESENTATIVE) (TYPE AND ADDRESS IF EXECUTED BY CUSTOMER'S REPRESENTATIVE)

THE ESTIMATED EMISSION DATA SHOWN BELOW ARE SUBJECT TO CORRECTION BY SCHLUMBERGER CONTROLS'S DEPARTMENT

Time Set	Item	Quantity	Depth	Unit	Amount	SUMMARY
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By Client	Item	Quantity	Range	Price	Amount	No. Shots	From	To	Gun Type	Gun Size	Ball Size
Left Hdqs.	Service Charge			\$	\$150.00						
Released	Depth Charge	6632		.06	399.12						
Rel. Hdqs.	Operation Charge	252		.06	90.00						
Job Type	Run No.	2									
Ar. Loc. or Prev. Job	Started										
Operation Finished	Operation										
Operating	Mileage Charge										
Standby											
Barge											
Driving	State Tax										
Job Type	Estimated Charge				\$639.12						
Ar. Loc. or Prev. Job	Depth Charge										
Operation Finished	Operation Charge	6001-5000			560.00						
Operating											
Standby	State Tax										
Job Type	Estimated Charge				\$560.00						
Ar. Loc. or Prev. Job	Depth Charge										
Operation Finished	Operation Charge	4001-5000			305.00						
Operating											
Standby	State Tax										
Job Type	Estimated Charge				\$610.00						
Ar. Loc. or Prev. Job	Depth Charge										
Operation Finished	Operation Charge	2nd lot			305.00						
Operating											
Standby	State Tax										
Job Type	Estimated Charge				\$610.00						
Ar. Loc. or Prev. Job	Depth Charge										
Operation Finished	Operation Charge										
Operating											
Standby	State Tax										
Job Type	Estimated Charge				\$1809.12						
Ar. Loc. or Prev. Job	Depth Charge										
Operation Finished	Operation Charge										
Operating											
Standby	State Tax										
Job Type	Estimated Charge				\$1809.12						
Ar. Loc. or Prev. Job	Depth Charge										
Operation Finished	Operation Charge										
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Standby	State Tax										
Job Type	Estimated Charge				\$1809.12						
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Ar. Loc. or Prev. Job	Depth Charge										
Operation Finished	Operation Charge										
Operating											

The service(s) and/or equipment covered by this service order have been performed or received.

**THANK YOU**

(SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE)

(INITIALS OF CUSTOMER)

SCHLUNGER ENGINEERS







## CEMENTING SERVICE REPORT

DWL-496-C PRINTED IN U.S.A.

CUSTOMER

Lohmann + Toms

WELL

Frank + pup #1

LOCATION

By maturing Top

POOL

Willcat

COUNTY

A. T. Toms

STATE

6212

CONTRACTOR

R. H. Toms

JOB INSTRUCTIONS

4" pipe cut off at 4235'  
+ pump out to 4235'  
+ cement to 4235' + plug T.  
4235'

JOB SCHEDULED FOR

ARRIVED LOCATION

1966

DATE AND TIME

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12:00

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GENERAL OFFICE  
BOX 2040  
TULSA, OKLA. 74102

Permit No.	206
County	Ashtabula
Township	Andover
Section	3

AMERADA PETROLEUM CORPORATION

P. O. BOX 5572  
COLUMBUS, OHIO 43221

October 17, 1967

Dr. Donald L. Norling  
Ohio Department of Natural Resources  
Division of Oil & Gas  
Room 811, Ohio Departments Building  
65 South Front Street  
Columbus, Ohio 43215

Dear Don:

Mike Henderson of Appalachian Log Service has asked me to forward to you the enclosed copy of the mechanical log for the Russell McConnell, Inc. No. 1 French and Papp located in Section 3, Lot 38, Andover Township of Ashtabula County, Ohio. This log is for your state files.

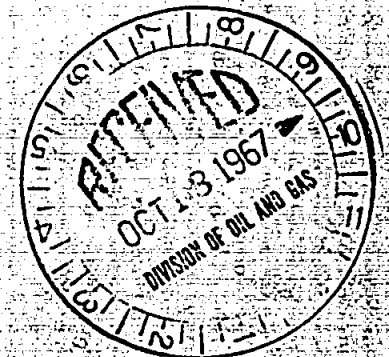
Also enclosed is a copy of a recent Oil and Gas Journal article which I discussed with Ted DeBrosse. It would be appreciated if you would forward the copy on to him.

Sincerely yours,

*Duane E. Moredock*  
Duane E. Moredock

DEM:pd  
encls.

cc. Mr. Mike Henderson; Appalachian Log Service



# JAMES DRILLING CORPORATION

(A Pennsylvania Corporation)

250 NEWPORT ROAD  
P.O. BOX 337  
BLAIRSVILLE, PA. 15717

JAMES I. SHEARER  
PRESIDENT

PHONE 459-6000

Mr. Jack Queen, Administrative Specialist  
Division of Oil and Gas  
State of Ohio  
Department of Natural Resources  
1500 Dublin Road  
Columbus, Ohio 43215

Re: Permit No. 206 PB  
#1 French Papp  
Ashtabula County  
Andover Township

Dear Mr. Queen:

Enclosed please find completed Request for Change of Operator/Owner together with reproduction of Assignment between Russell McConnell and Vera McConnell and Lohmann-Johnson Oil Co., Inc. dated September 7, 1967; reproduction of Assignment between Lohmann-Johnson Oil Co., Inc. and James I. Shearer dated December 2, 1967; reproduction of Partial Assignment of Oil and Gas Leases between Ashland Oil & Refining Company and Lohmann-Johnson Oil Co., Inc. dated October 11, 1967; Assignment-Agreement between Lohmann-Johnson Oil Co., Inc. and James I. Shearer dated December 2, 1967; and reproduction of Assignment-Agreement by and between James I. Shearer and L. H. Kirkell dated December 10, 1967.

On page two, paragraph two of the Assignment-Agreement last mentioned, L. H. Kirkell appoints James Drilling Corporation as his Agent in regard to the referenced well.

We trust the enclosed will be sufficient to complete your files on this well but if you need additional information or additional instruments signed, please forward same to us for execution by us.

We thank you for your patience in this matter.

Sincerely yours,

JAMES DRILLING CORPORATION, AGENT

By James I. Shearer  
James I. Shearer, President

JIS/blm

enc.

ASSIGNMENT

THIS ASSIGNMENT, made this 2nd day of December, 1967, by and between Lohmann Johnson Oil Co., Inc., a Pennsylvania Corporation of Pittsburgh, Pennsylvania, hereinafter called the "Assignor",

JAMES I. SHEARER of Blairsville, Pennsylvania, hereinafter called the "Assignee".

WITNESSETH:

WHEREAS, Helen E. Papp leased, for oil and gas purposes, to the United Natural Gas Company certain lands situate in Andover Township, Ashtabula County, Ohio, consisting of eighty-five (85) acres of land, more or less, said lease being recorded in the Recorder's Office of Ashtabula County in Lease Book 59 at page 149, and

WHEREAS, said lease has by various assignments been assigned to Lohmann Johnson Oil Co., Inc., the Assignor herein, and

WHEREAS, the Assignor has agreed to assign said lease unto the Assignee, its successors or assigns.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid to the Assignor by the Assignee, the receipt of which is hereby acknowledged, the said Lohmann Johnson Oil Co., Inc., does hereby sell, assign, transfer and set over unto the Assignee, its successors and assigns, all of its right, title and interest in and to the aforementioned lease, including all of its right, title and interest in any personal property located thereon and used in connection with the French-Papp Well No. 1.

It is understood and agreed that the United Natural Gas Company has reserved a 1/16 overriding royalty in said lease and this assignment is made subject to said overriding royalty.

The Assignee herein by the acceptance of this assignment agrees to carry out and perform all of the terms and conditions of said lease imposed upon the lessee therein.

The Assignee herein by the acceptance of this assignment agrees that it will not release or surrender said lease until the Assignor herein has been given 30 days written notice of the intention to surrender or release said lease.

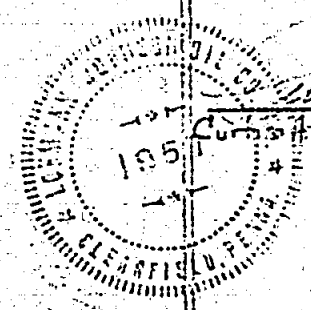
and in the event the Assignor within the said 30 day period elects to accept a reassignment of said lease, the Assignee shall execute and deliver the necessary assignment reassigning said lease to the Assignor, its successor or assigns. Assignee further covenants and agrees to pay all rentals as the same may become due under the terms of said lease until said lease expires, or is reassigned or surrendered.

This Assignment is made by the Assignor herein without warranty of title to said lease except by, through or under the Assignor.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed and sealed the day and year first above written.

Attest:

LOHMANN JOHNSON OIL CO., INC.



*Curtis A. Schible*  
Curtis A. Schible  
Notary Public

*J.B. Lohmann*  
J.B. Lohmann  
President

CORPORATE ACKNOWLEDGEMENT

STATE OF INDIANA )  
COUNTY OF VANDERBURGH ) ss.

On this, the 2nd day of December, 1967, before me, a Notary Public, personally appeared J. B. Lohmann who acknowledged himself to be President of Lohmann Johnson Oil Co., Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



*Helen Y. Friele*  
Helen Y. Friele  
Notary Public

JAN 15 8 43 AM '70

PAUL E. HALTAIN  
RECORDER  
ASHTABULA COUNTY

Received for Record January 15, 1970 at 8:43 A. M.  
Recorded January 16, 1970  
in Ashtabula County Records  
of Leases.

Vol. 77, Page 197

Paul E. Haltain, Recorder

Feb 23 1970



ASSIGNMENT

THIS ASSIGNMENT, made this 7th day of April, 1967, by and between RUSSELL McCONNELL and VERA McCONNELL, his wife, of Dorset, Ohio, hereinafter called the "Assignor",

LOHMANN JOHNSON OIL CO., INC., a Pennsylvania corporation, having its principal place of business at Pittsburgh, Pennsylvania, hereinafter called the "Assignee",

WITNESSETH:

WHEREAS, Helen E. Papp leased, for oil and gas purposes, to the United Natural Gas Company certain lands situated in Andover Township, Ashtabula County, Ohio, consisting of eighty-five (85) acres of land, more or less, said lease being recorded in the Recorder's Office of Ashtabula County in Lease Book 59 at page 149, and

WHEREAS, said United Natural Gas Company assigned said lease to Russell McConnell, the assignor herein, by an assignment dated the 7th day of April, 1965 and recorded in Ashtabula County in Book 70 at page 557, and

WHEREAS, the Assignor has agreed to assign said lease unto the Assignee, its successors and assigns.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid to the Assignor by the Assignee, the receipt of which is hereby acknowledged, the said Russell McConnell and Vera McConnell, Assignor, do hereby sell, assign, transfer and set over unto the Assignee, its successors and assigns, all of their right, title and interest, in and to the aforementioned lease, including all of their right, title and interest in any personal property located thereon and used in connection with the French-Papp Well No. 1.

It is understood and agreed that the United Natural Gas Company has reserved a 1/16th overriding royalty in said lease and this assignment is made subject to said overriding royalty.

The Assignee herein by the acceptance of this assignment agrees to carry out and perform all of the terms and conditions of said lease imposed upon the lessee therein.



The Assignee herein by the acceptance of this assignment agrees that it will not release or surrender said lease until the assignor herein has been given 30 days written notice of the intention to surrender or release such lease and in the event the Assignor within the said 30 day period elects to accept a reassignment of said lease, the Assignee shall execute and deliver the necessary assignment reassigning said lease to the Assignor, their heirs or assigns. Assignee further covenants and agrees to pay all rentals as the same may become due under the terms of said lease until said lease expires, or is reassigned or surrendered.

This assignment is made by the Assignor herein without warranty of title to said lease except by, through or under the Assignor.

IN WITNESS WHEREOF, the assignor has hereunto set their hands and seals the day and year first above written.

Witness:

W. C. Smith  
Margaret C. Lister

Russell McConnell  
Vera McConnell

ACKNOWLEDGEMENT

STATE OF OHIO )  
COUNTY OF ASHTABULA )

On this, the 7th of Sept., 1967, before me, a Notary Public, the undersigned officer, personally appeared Russell McConnell and Vera McConnell, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

ROBERT A. [Signature]  
Notary Public

Robert A. [Signature]  
Notary Public

My commission expires 1968

260641

RECD. FOR RECORD

JAN 16 8 20 AM '70

PAUL E. MAKALA  
RECORDER  
ASHTABULA COUNTY  
OHIO

Received for Record January 16,  
1970 at 8:20 A. M.  
Recorded January 19, 1970 in  
Ashtabula County Records of  
Leases.

Vol. 77, Page 281

Paul E. Makala, Recorder

Fee \$1.50

JAMES T. SHEARER  
P. O. Box 337  
Blairsville, Pa. 15717

7781 ✓  
ASSIGNMENT - AGREEMENT

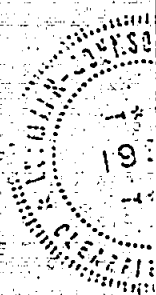
KNOW ALL MEN BY THESE PRESENTS, That LOHMANN JOHNSON OIL CO., INC., a Pennsylvania Corporation, of Pittsburgh, Pennsylvania, (hereinafter called ASSIGNOR), in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto JAMES I. SHEARER of Blairsville, Pennsylvania (hereinafter called ASSIGNEE), without warranty of title, either express or implied, all of its right, title and interest in and to all of the oil and gas leases enumerated in Exhibit "A" of that certain Agreement by and between Ashland Oil & Refining Company and Russell McConnell, Inc. dated May 19, 1966 with said leases having been acquired by Assignor herein by Partial Assignment of Oil & Gas Leases dated October 11, 1967 to Lohmann Johnson Oil Co., Inc. under and subject, however, to all of the terms and conditions contained in said Partial Assignment of Oil & Gas Leases agreed to by Assignor herein on October 11, 1967, and this Assignment-Agreement shall also be under and subject to all of the terms and conditions as outlined and set forth in that certain aforementioned Agreement by and between Ashland Oil & Refining Company and Russell McConnell, Inc. dated May 19, 1966, with Assignee herein agreeing to be legally bound and responsible for the fulfillment of all of the terms and conditions therein contained, anything to the contrary herein notwithstanding.

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Assignor and Assignee and shall be covenants running with the leases and land covered hereby.

Executed this 2nd day of December, 1967.

Attest:

LOHMANN JOHNSON OIL CO., INC.



James I. Shearer  
James I. Shearer - Asst Secy

By J. B. Lohmann  
J. B. Lohmann - President

A. C. Gault

James I. Shearer

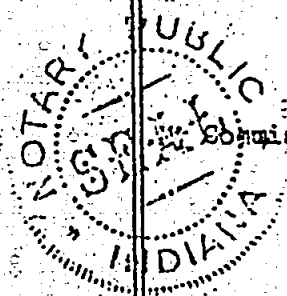
## CORPORATE ACKNOWLEDGEMENT

STATE OF INDIANA )  
 ) ss.  
 COUNTY OF VANDERBURGH )

On this, the 2nd day of December, 1967, before me, the undersigned officer, personally appeared J. B. Lohmann who acknowledged himself to be President of Lohmann Johnson Oil Co., Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Helen V. Speck  
 Notary Public



Commission expires Nov 5, 1969

## ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA )  
 ) ss..  
 COUNTY OF INDIANA )

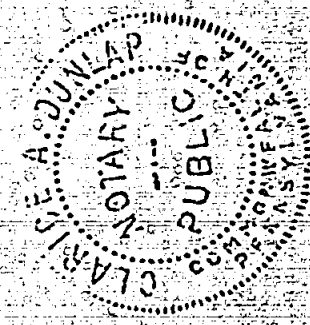
On this, the 2nd day of December, 1967, before me, the undersigned officer, personally appeared James I. Shearer, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Clarice A. Duniap  
 Notary Public

Clarice A. Duniap, Notary Public  
 Indiana County, Pennsylvania  
 My Commission expires Oct. 12, 1971

My Commission expires



# ASSIGNMENT-AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That James L. Shearer of 250 Newport Road, Blairsville, Pa., hereinafter called First Party, and L. Harold Kirkell of Blairsville, Pa., hereinafter called Second Party, are desirous of entering into this Assignment-Agreement.

NOW, THEREFORE, In consideration of the mutual covenants hereinafter contained, to be kept and performed, First Party hereby subleases and lets unto Second Party all of those certain oil and gas leases enumerated upon Schedule "A" attached hereto and made a part hereof, subject to all of the terms and conditions contained in each lease and/or assignments by which First Party acquired said leases, title to which became vested in First Party by Assignment from Lohmann-Johnson Oil Company.

Second Party does hereby agree to complete at least five wells for oil and gas through the Medina Sand producing horizon upon the leases herein being assigned prior to December 31, 1968 and prior to December 31st of each subsequent year until Second Party shall have drilled a total of twenty-five (25) wells or Second Party hereby agrees that he shall quit claim and surrender unto First Party all of his right, title and interest in and to all of the oil and gas leases herein being sub-leased which shall have not been drilled upon with the understanding that First Party, in the event that no more than five wells shall be drilled hereunder, shall have the right to purchase each of the five wells or less already commenced or completed upon these leases for the fixed sum of Sixty Thousand Dollars (\$60,000.00) as an outright cash settlement for each such completed well, anything to the contrary herein notwithstanding.

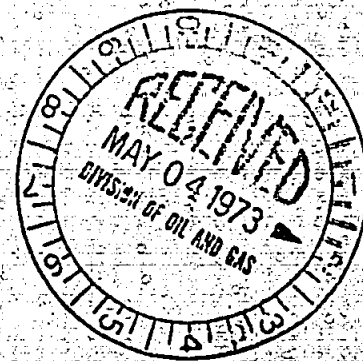
First Party hereby agrees to complete each well which Second Party desires to have drilled upon said leases for the fixed sum of Forty-two Thousand Five Hundred Dollars (\$42,500.00) regardless of the actual cost thereof which price shall include the hole to a depth sufficient to properly test the Medina Sand producing horizon, electric logging, fracturing, and all of the other intangible costs and expenses of each well, if Second Party should award said contract to First Party.

First Party hereby agrees to furnish the use and depreciation and/or loss of all casing, tubing, rods, pumping equipment, tanks, valves and other tangible equipment necessary to complete and produce each well but not including pipe lines, on a rental basis with the amount of rent each month to be an amount equal to twenty-five per cent (25%) of six-eighths (6/8) of the gross income from production of oil and/or gas produced and sold from each well regardless of whether First Party shall be awarded the drilling contract on any well drilled by Second Party.

It is agreed that Second Party shall never have any interest whatsoever in and to the tangible materials and that whenever any wells production declines to a point where it shall produce through the meter less than 10,000 cu. ft. of gas per day, Second Party does hereby authorize First Party to plug and abandon such well at the expense of First Party thus enabling First Party to recover and salvage his casing and tangible materials that may be salvageable.

Second Party does hereby agree to first complete a well upon the French-Papp Pool before drilling any other wells upon the leases herein being assigned.

Second Party agrees to pay First Party a rental on each lease included herein at the rate of Two Dollars (\$2.00) per acre per year with said rental to begin from December 10, 1967, but with the understanding and agreement that First Party shall never be obligated to repay or reimburse Second Party for any portion of the rentals paid by Second Party.





First Party and Second Party hereby agree that, by mutual consent, additional leases in the same area or different areas may be added to this Assignment-Agreement and be subject to all of the same terms and conditions as though same had been originally included herein at the time of execution of this instrument.

Second Party hereby appoints James Drilling Corporation as his "Agent" to proceed with all operations which be authorized from time to time by Second Party upon said leases during the life of this Assignment-Agreement and Second Party agrees that James Drilling Corporation shall receive all income from the sale of production of oil and/or gas and shall pay and discharge all royalties, expenses of operation, etc., and shall deduct therefrom 2% of 6/8 of the gross income as accounting fees before issuing payment to Second Party for his working interest in each well completed upon said leases with such authority, however, to be revocable at will by Second Party, provided however, that such revocation shall not affect contracts already entered into by First Party at the time of such revocation.

It is understood and agreed that if Second Party shall fail to complete a total of at least five wells upon the within acreage prior to December 31, 1968, that without the necessity of any reassignment or quit claim agreement whatsoever, that all of the leases herein included shall revert unencumbered to First Party except those leases upon which wells shall have already been begun, but First Party shall not be obligated to purchase any well from Second Party even though First Partys option shall remain in force for a term of one year from the expiration date of all of Second Partys rights hereunder, after which time Second Party may dispose of any well as he may see fit, completed or in the process of completion.

It is agreed, however, that if First Party may choose to purchase some of the aforementioned wells, he shall be bound to purchase all wells included hereunder in order to acquire title to any specific well or wells, unless otherwise agreed upon in writing, anything to the contrary herein notwithstanding.

Agreeing that this Assignment-Agreement shall be binding upon First Party and Second Party, their heirs, executors, administrators, successors or assigns, both parties hereunto affix their hands and seals this tenth day of December, 1967.

Witness:

Harold Kirkell (SEAL)

James D. Shear (SEAL)

ACKNOWLEDGEMENT

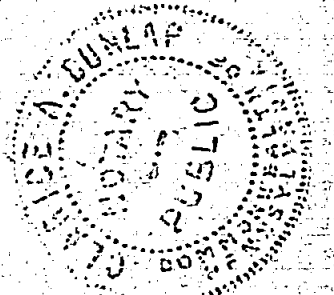
STATE OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF INDIANA )

On this, the 10th day of December, 1967, before me, the undersigned officer, personally appeared James I. Shearer and L. Harold Kirkell, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Charles C. Dunlap  
Notary Public

My commission expires October 12, 1971



E X H I B I T A

Lease of Valfrid D. Huskonen and Mary D. Huskonen dated March 26, 1965 and recorded in Ashtabula County in Book 70, Page 505 covering 21.95 acres more or less in the Village of Andover, Ohio- #219657 Recorded-April 22, 1965.

Lease of C. M. Barnes and Eldora M. Barnes dated March 20, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 483 covering 27 acres more or less in Andover Township, Ohio- #219651

Lease of Chester J. Limkelde and Annabelle F. Limkelde dated March 18, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 518 covering 7 acres more or less in the Township of Andover, Ohio- #219661

Lease of John Larry Narhi and Clernabelle Narhi dated March 19, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 524 covering 52.25 acres more or less in Andover Township, Ohio- #219663

Lease of Lee Roy Whitt and Audrey R. Whitt dated March 19, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 536 covering 4.50 acres more or less in the Township of Andover, Ohio- #219667

Lease of William T. Kramer and Christine Kramer, Charles K. Bartley and Alice Bartley dated August 14, 1965 and recorded in Ashtabula County, September 7, 1965 in Book 70, Page 596 covering 5 acres more or less in Andover Township, Ohio- #223288

Lease of Robert L. Harvey and Patricia M. Harvey dated May 4, 1965 and recorded in Ashtabula County, September 7, 1965 in Book 70, Page 999 covering 80 acres more or less in Andover and Cherry Valley Township, Ohio- #223289

Lease of Frances S. Stitt and Jessie G. Stitt dated October 27, 1965 and recorded in Ashtabula County, October 29, 1965 in Book 71, Page 33 covering 25.25 acres more or less in Andover Township, Ohio- #224692

Lease of Carl A. Fiester and Nettie B. Fiester dated December 11, 1965 and recorded in Ashtabula County, December 14, 1965 in Book 71, Page 213 covering 34 acres more or less in Andover Township, Ohio- #225725

Lease of Pymatuning Shore, Inc. dated December 13, 1965 and recorded in Ashtabula County, January 6, 1966 in Book 71, Page 259 covering 23.538 acres more or less in Andover Township, Ohio- #226182

Lease of Lloyd M. Abbuhl and Wava A. Abbuhl dated April 20, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 485 covering 239 acres more or less in Williamsfield Township, Ohio- #219650

Lease of Robert H. Belz and Rosemary H. Belz dated March 19, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 491 covering 46 acres more or less in Williamsfield Township, Ohio- #219652

Lease of Ray A. Hugo and Evelyn H. Hugo dated April 20, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 503 covering 113 acres more or less in Williamsfield Township, Ohio- #219656

Lease of Walter F. Hollis (single) dated March 26, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 509 covering 29.67 acres more or less in Williamsfield Township, Ohio- #219658

Lease of Milo L. Johnson and Helen F. Johnson Dated March 19, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 512 covering 29 acres more or less in Williamsfield Township, Ohio- #219659

Lease of John A. and M. Gatto-Jokinen dated March 20, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 515 covering 45 acres more or less in Williamsfield Township, Ohio- #219660

Lease of William J. Smith and Albert L. Smith dated April 20, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 533 covering 456 acres more or less in Williamsfield Township, Ohio- #219666

Lease of Anthony H. Hugo and Emma M. Hugo, Ray A. Hugo and Evelyn H. Hugo dated April 20, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 539 covering 316 acres more or less in Williamsfield Township, Ohio- #219668

EXHIBIT A

Lease of Frances L. Day and Marie V. Day dated March 27, 1967 and recorded in Ashtabula County in Book 71, Page 1135 covering 19.75 acres more or less in Andover Village, Ohio- #235918

Lease of Cecil A. Dunlap and Kathleen M. Dunlap dated February 11, 1967 and recorded in Ashtabula County in Book 71, Page 1144 covering 161 acres more or less in Andover Township, Ohio- #235821

Lease of Hugh H. Lyman and Minnie E. Lyman dated May 4, 1967 and recorded in Ashtabula County in Book 72, Page 5 covering 41 acres more or less in Andover Township, Ohio- #235023

Lease of Mary Butler (widow) dated March 27, 1967 and recorded April 18, 1967 in Ashtabula County in Book 72, Page 57 covering 55.24 acres more or less in Andover Township, Ohio- #236309

Lease of Howard H. Eastlake and Pauline Eastlake dated April 4, 1967 and recorded in Ashtabula County in Book 72, Page 63 covering 50 acres more or less in Andover Township, Ohio- #236311

Lease of Harry R. Colbrum and Katheryn Colbrum and Ruby O. Barr dated January 20, 1967 and recorded in Ashtabula County in Book 71, Page 1138 and Vol. 72, Page 245 covering 85 acres more or less in Williamsfield Township, Ohio- #235819

Lease of Thomas W. Coutts and Elizabeth M. Coutts and Aileen M. Selus and Paul Selus dated March 24, 1967 and recorded in Ashtabula County in Book 71, Page 1141 covering 81 acres more or less in Williamsfield Township, Ohio- #235820

Lease of Richard L. Heath and Mona M. Heath dated January 21, 1967 and recorded in Ashtabula County in Book 71, Page 1147 covering 76 acres more or less in Williamsfield Township, Ohio- #235322

Lease of Carol Ann Weese and Frank D. Weese and Leafah G. Johnson dated January 21, 1967 and recorded in Ashtabula County in Book 71, Page 1150 covering 55 acres more or less in Williamsfield Township, Ohio- #235823

Lease of Laurence E. Moore and Mary E. Moore dated April 15, 1967 and recorded in Ashtabula County in Book 72, Page 66 covering 127 acres more or less in Williamsfield Township, Ohio- #236312

Lease of Gordon C. Campbell and Clairene M. Campbell and Martin D. Campbell and Ann Campbell dated April 15, 1967 and recorded in Ashtabula County in Book 72, Page 60 covering 120 acres more or less in Williamsfield Township, Ohio- #236310

Lease of Dennis Floch and Ruth E. Floch dated June 10, 1967 and recorded in Ashtabula County in Book 72, Page 249 covering 120 acres more or less in Williamsfield Township, Ohio- #238452

Lease of Clarence E. Taylor, Melva E. Taylor and Ernest R. Taylor dated July 9, 1967 and recorded in Ashtabula County in Book 72, Page 275 covering 59.50 acres more or less in Williamsfield Township, Ohio- #238929

Lease of Marlan Laid and Emma Laid dated July 20, 1967 and recorded in Ashtabula County in Book 72, Page 283 covering 115 acres more or less in Williamsfield Township, Ohio- #239092

Lease of Noble K. Hopkins and Vera M. Hopkins dated July 26, 1967 and recorded in Ashtabula County in Book 72, Page 515 covering 204 acres more or less in Williamsfield and Kinsman Townships, Ohio

EXHIBIT A

Lease of Norma E. Bates and Josie E. Boyd and Thomas Boyd dated May 25, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 595 covering 21 acres more or less in Kinsman Township, Ohio- #662617

Lease of William A. & Hazel Donelson dated May 16, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 599 covering 106 acres more or less in Kinsman Township, Ohio- #662618

Lease of John H. Edwards and Myrtle I. Edwards dated May 23, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 602 covering 80 acres more or less in Kinsman Township, Ohio- #662619

Lease of Norman Fitch and Mary Fitch dated May 16, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 603 covering 334 acres more or less in Kinsman Township, Ohio- #662621

Lease of Eugene M. Grudowski and Angela A. Grudowski dated May 24, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 611 covering 204 acres more or less in Kinsman Township, Ohio- #662622

Lease of M. H. Holcombe and Lillie Holcombe dated June 1, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 614 covering 38 acres more or less in Kinsman Township, Ohio- #662623

Lease of Ruth E. Hague aka Ruth E. Wolfe dated June 17, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 617 covering 200 acres more or less in Kinsman Township, Ohio- #662624

Lease of Lawrence G. Kidwell and Alberta L. Kidwell dated May 24, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 620 covering 288 acres more or less in Kinsman Township, Ohio- #662625

Lease of Ewald M. Kuck and Miriam L. Kuck dated May 16, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 623 covering 183 acres more or less in Kinsman Township, Ohio- #662626

Lease of Orland H. Matti and Norma E. Matti dated May 31, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 629 covering 223 acres more or less in Kinsman Township, Ohio- #662628

Lease of Mahlon W. Pearce and Cortelle M. Pearce dated May 17, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 632 covering 184.33 acres more or less in Kinsman Township, Ohio- #662629

Lease of Forrest W. Philbrick and Donna E. Philbrick dated June 17, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 635 covering 158 acres more or less in Kinsman Township, Ohio- #662630

Lease of Robert L. Shaner and Lois Dolly Shaner dated May 26, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 641 covering 106 acres more or less in Kinsman Township, Ohio- #662632

Lease of W. Robert Smith and Nellie M. Smith dated May 25, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 644 covering 63 acres more or less in Kinsman Township, Ohio- #662633

Lease of John Tittle dated June 21, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 647 covering 38 acres more or less in Kinsman Township, Ohio- #662634

Lease of Daniel Thomas Dunnigan and Wilda Jean Dunnigan dated May 16, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 650 covering 122.5 acres more or less in Kinsman Township, Ohio- #662635

Lease of Davis G. Tribby and Marie J. Tribby dated May 31, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 653 covering 177.34 acres more or less in Kinsman Township, Ohio- #662636

Lease of Willis G. VanKampen and Sharon L. VanKampen dated June 21, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 656 covering 62 acres more or less in Kinsman Township, Ohio- #662637



Lease of Paradise Point, Inc. dated March 20, 1965 and recorded in Ashtabula County, April 22, 1965 in Book 70, Page 543 covering 77 acres more or less in Williamsfield Township, Ohio- #219669

Lease of Arline E. Jordan dated October 30, 1965 and recorded in Ashtabula County, November 2, 1965 in Book 71, Page 55 covering 78 acres more or less in Williamsfield Township, Ohio- #224775

Lease of Carl V. Lahti and Margaret C. Lahti dated October 30, 1965 and recorded in Ashtabula County, November 2, 1965 in Book 71, Page 59 covering 307 acres more or less in Williamsfield Township, Ohio- #224780

Lease of Fulo M. Lahti and Grace L. Lahti dated November 2, 1965 and recorded in Ashtabula County, November 19, 1965 in Book 71, Page 133 covering 206.93 acres more or less in Williamsfield Township, Ohio- #225187

Lease of Homer Smith and Ellen D. Smith dated November 20, 1965 and recorded in Ashtabula County, December 7, 1965 in Book 71, Page 168 covering 26 acres more or less in Williamsfield Township, Ohio- #225546

Lease of John Cico Jr. and Dorothy C. Cico dated November 20, 1965 and recorded in Ashtabula County, December 7, 1965 in Book 71, Page 194 covering 177.64 acres more or less in Williamsfield Township, Ohio- #225548

Lease of James M. Overmoyer and Abbie C. Overmoyer dated November 19, 1965 and recorded in Ashtabula County, December 7, 1965 in Book 71, Page 197 covering 49.75 acres more or less in Williamsfield Township, Ohio- #225549

Lease of Dale G. Warner and Carol C. Warner dated November 20, 1965 and recorded in Ashtabula County, December 7, 1965 in Book 71, Page 200 covering 63 acres more or less in Williamsfield Township, Ohio- #225550

Lease of William K. Lambert and Maymie M. Lambert dated December 11, 1965 and recorded in Ashtabula County, December 14, 1965 in Book 71, Page 216 covering 15.58 acres more or less in Williamsfield Township, Ohio- #225726

Lease of Nancy J. Eastlake and Gordon L. Eastlake dated February 19, 1966 and recorded in Ashtabula County, February 23, 1966 in Book 71, Page 405 covering 43.12 acres more or less in Williamsfield Township, Ohio- #227037

Lease of Willard Noble and Betty Noble dated February 19, 1966 and recorded in Ashtabula County, February 23, 1966 in Book 71, Page 408 covering 30 acres more or less in Williamsfield Township, Ohio- #227038

Lease of Merritt C. Lyman and Grace M. Lyman dated October 11, 1966 and recorded in Ashtabula County, October 25, 1966 in Book 71, Page 889 covering 119 acres more or less in Williamsfield Township, Ohio- #233045

1323.02

Lease of H. Blair Davis and Dorothy J. Davis dated July 1, 1967 and recorded in Trumbull County, Ohio, July 6, 1967 in Vol. 79, Page 679 covering 263 acres more or less in Kinsman Township, Ohio- #663200

Lease of Clinton H. Davis and Agnes H. Davis dated July 1, 1967 and recorded in Trumbull County, Ohio, July 6, 1967 in Vol. 79, Page 682 covering 90 acres more or less in Kinsman Township, Ohio- #663201

Lease of Davis H. Free and Marion A. Free & Harland D. Free and Mavis L. Free dated June 30, 1967 and recorded in Trumbull County, Ohio, July 6, 1967 in Vol. 79, Page 685 covering 144 acres more or less in Kinsman Township, Ohio- #663202

Lease of Davis H. Free and Marion Free dated June 30, 1967 and recorded in Trumbull County, Ohio, July 6, 1967 in Vol. 79, Page 689 covering 69 acres more or less in Kinsman Township, Ohio- #663203

Lease of Gilbert C. Gates and Alberta L. Gates and Galin E. Gates dated July 1, 1967 and recorded in Trumbull County, Ohio, July 6, 1967 in Vol. 79, Page 692 covering 85 acres more or less in Kinsman Township, Ohio- #663204

Lease of Harold W. Griffin and Adelina M. Griffin dated July 1, 1967 and recorded in Trumbull County, Ohio, July 6, 1967 in Vol. 79, Page 695 covering 375 acres more or less in Kinsman Township, Ohio- #663205

Lease of Gilbert E. Gates and Alberta L. Gates dated July 1, 1967 and recorded in Trumbull County, Ohio, July 6, 1967 in Vol. 79, Page 698 covering 374 acres more or less in Kinsman Township, Ohio- #663206

Lease of Roy J. McGill and Mary J. McGill dated July 1, 1967 and recorded in Trumbull County, Ohio, July 6, 1967 in Vol. 79, Page 701 covering 17.5 acres more or less in Kinsman Township, Ohio- #663207

Lease of John C. Morford and Arlene M. Morford dated June 30, 1967 and recorded in Trumbull County, Ohio, July 6, 1967 in Vol. 79, Page 704 covering 226 acres more or less in Kinsman Township, Ohio- #663208

Lease of Orland McGill and Mary V. McGill dated July 1, 1967 and recorded in Trumbull County, Ohio, July 6, 1967 in Vol. 79, Page 707 covering 72 acres more or less in Kinsman Township, Ohio- #663209

Lease of Alan J. Britton and Norma E. Britton dated July 7, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 727 covering 149 acres more or less in Kinsman Township, Ohio- #663766

Lease of John E. Garland and Anna B. Garland dated July 6, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 730 covering 99 acres more or less in Kinsman Township, Ohio- #663767

Lease of Arnold R. Kuck dated July 8, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 733 covering 50 acres more or less in Kinsman Township, Ohio- #663768

Lease of Elmer J. Lillie and Selva P. Lillie dated July 7, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 736 covering 130 acres more or less in Kinsman Township, Ohio- #663769

Lease of Lyle E. Miller and Shirley M. Miller dated July 6, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 742 covering 50 acres more or less in Kinsman Township, Ohio- #663771

Lease of Frank McGill and Josephine McGill dated July 6, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 748 covering 38 acres more or less in Kinsman Township, Ohio- #663773

Lease of Ray L. Sunderland and Louise Sunderland dated July 6, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 754 covering 64 acres more or less in Kinsman Township, Ohio- #663775

Lease of Vera Mae Thompson dated July 1, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 757 covering 122 acres more or less in Kinsman Township, Ohio- #663776

Lease of Ethel L. Everett and Carl B. Everett dated June 21, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 605 covering 170 acres in Vernon Township, Ohio- #662620

EXHIBIT A

Lease of G. D. Hush (widower) dated June 8, 1967 and recorded in Crawford County, June 23, 1967 in Agt Book 61, Page 414 covering 225 acres more or less in West Chenango Township, Pennsylvania- #405

Lease of Grover C. Waite and Alice H. Waite dated June 8, 1967 and recorded in Crawford County, June 23, 1967 in Agt Book 61, Page 413 covering 47 acres more or less in West Chenango Township, Pennsylvania- #406

Lease of Sanford H. Waimert and Irma Waimert dated June 1, 1967 and recorded in Crawford County, June 23, 1967 in Agt Book 61, Page 415 covering 35 acres more or less in West Chenango Township, Pennsylvania- #407

Lease of Ewald W. Kuck and Miriam L. Kuck dated May 16, 1967 and recorded in Crawford County, June 23, 1967 in Agt Book 61, Page 416 covering 80 acres more or less in West Chenango Township, Pennsylvania- #408

Lease of Joseph C. Cooper and Dora W. Cooper dated January 21, 1967 and recorded in Crawford County, June 23, 1967 in Agt Book 61, Page 417 covering 97 acres more or less in West Chenango Township, Pennsylvania- #409

Lease of Alfred Varina and Irma M. Varina dated July 1, 1967 and recorded in Crawford County, July 14, 1967 in Agt Book -62, Page 479 covering 208 acres more or less in West Chenango Township, Pennsylvania- #265

693.

Lease of Irving L. Lawrence & A. Rodick, and Carolyn H. Lawrence and Julia Lawrence dated May 18, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 623 covering 143 acres more or less in Vernon Township, Ohio- #662627

Lease of A. J. Rodgers dated June 21, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 638 covering 50 acres more or less in Vernon Township, Ohio- #662631

Lease of Amil R. Williams and Annie Williams dated May 31, 1967 and recorded in Trumbull County, Ohio, June 26, 1967 in Vol. 79, Page 659 covering 136 acres more or less in Vernon Township, Ohio- #662638

Lease of Belle Melvin aka Belle Jefferson and Joseph H. Jefferson dated July 7, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 739 covering 45 acres more or less in Vernon Township, Ohio- #663770

Lease of Fred L. Myers and Lophronia A. Myers dated July 7, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 745 covering 192 acres more or less in Vernon Township, Ohio- #663772

Lease of Andrew Suhar and Mary E. Suhar dated July 7, 1967 and recorded in Trumbull County, Ohio, July 11, 1967 in Vol. 79, Page 751 covering 100 acres more or less in Vernon Township, Ohio- #663774

Lease of Noble K. Hopkins and Vera M. Hopkins dated July 26, 1967 and recorded in Trumbull County, Ohio, July 28, 1967 in Vol. 79, Page 793 covering 204 acres more or less in Williamsfield and Kinsman Townships, Ohio- #665510

7518

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, ASHLAND OIL & REFINING COMPANY, a Kentucky corporation whose address is P. O. Box 1503, Houston, Texas 77001 (hereinafter called ASSIGNOR), in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby, subject to the exceptions, reservations, terms and conditions hereinafter contained, sell, assign, transfer and set over unto LOHMANN-JOHNSON OIL COMPANY, INC. of Pittsburgh, Pennsylvania, (hereinafter called ASSIGNEE), without warranty of title, either express or implied, all of its right, title and interest in and to the oil and gas leases more particularly described on Exhibit "A", referred to below.

INSOFAR AND INSOFAR ONLY, as said leases cover and pertain to the oil and gas and oil and gas rights from the surface of the earth down to, but not below, 25 feet into the Knox formation which, for purposes of identification, occurs at a depth of 6,661 feet in the #1 C. N. French well located 960' FEL; 800' FSL SE/4 of Lot 38, Andover Township, Ashtabula County, Ohio, in and under those certain oil and gas leases more particularly described in Exhibit "A", which said exhibit is attached to and a part of the Agreement between Assignor and Russell McConnell, Inc. dated May 19, 1966, copy of which Agreement is attached hereto as Exhibit "1" and made a part hereof, and amendments thereto dated February 10, 1967 and March 23, 1967 which are likewise incorporated herein by reference and made a part hereof and which amendatory letters added additional oil and gas leases which were to be earned by performance of said May 19, 1966 Agreement and



which are listed on Exhibit "B" to Exhibit "1" hereof; said Agreement of May 19, 1966 being further amended by letters dated August 25, 1967 and August 30, 1967, the terms of which are likewise incorporated herein by reference. In addition to all of the exceptions and reservations as hereinafter specifically set forth, Assignor hereby retains, excepts and reserves unto itself, its successors and assigns, all rights and interest in said leases and the lands and leasehold estates described therein or covered thereby not herein specifically described and expressly conveyed and assigned to Assignee.

TO HAVE AND TO HOLD the herein assigned leasehold rights unto Assignee, its successors and assigns, subject to the following exceptions, reservations, terms and conditions:

1.

Assignee agrees to perform and faithfully carry out all of the terms, provisions and obligations contained in the leases hereinabove described, including all express or implied covenants pertaining thereto, insofar as the same are applicable to the leasehold rights hereby assigned and conveyed. This assignment is subject to all instruments of record affecting the lands and leasehold premises herein assigned.

2.

Assignor, for itself its successors and assigns, hereby expressly excepts from this assignment and conveyance and reserves and retains the following overriding royalty interest:

- (a) As to Oil and Casinghead Gas: 1/16 of 7/8.
- (b) On gas (excluding casinghead gas), condensate, distillate and other hydrocarbons and substances not covered in (a) above produced and saved from the lands and leasehold premises herein assigned and conveyed under the terms of the leases covering same, or any renewals, extensions or modifications thereof, 1/16 of 7/8.

Production attributable to the overriding royalty interests reserved unto Assignor in subparagraphs (a) and (b) above shall be delivered to Assignor into the tanks or pipelines to which the well or wells situated

on said land may be connected, free and clear of any and all costs and expenses of drilling, testing, developing, operating and producing said leasehold premises and free and clear of all other charges whatsoever except said overriding royalty interests shall bear their proportionate part of any gross production, severance and/or ad valorem taxes. If at any time Assignor is not receiving in kind all or any part of either the oil, gas, casinghead gas, condensate, distillate and other hydrocarbons and substances attributable to its overriding royalty interests herein reserved then such products shall be sold by Assignee for the account of Assignor at the highest and best price obtainable. With respect to the overriding royalty interests reserved to Assignor under subparagraph (a) above the daily average oil production for each producing well during a calendar month shall be determined by dividing the entire oil production from the leasehold premises by the product of the number of days in the month times the number of wells producing during the month and the quotient shall constitute the daily average oil production per well for the month; provided that in computing the daily average oil production for each producing well for the first month during which a well commences to produce, or in computing daily average oil production for each producing well for a month during which a well finally ceases to produce, such well shall be considered in the above computation as a fractional well with the fraction having a numerator equal to the number of days contained in the month after the well commenced or before the well ceased to produce, and a denominator equal to the total number of days contained in the month. In connection with calculating said overriding royalty interests, Assignee agrees to supply to Assignor, by the fifth day of each calendar month, a statement reflecting total oil produced from the lease acreage and the number of producing wells situated thereon during the preceding month and the date when any well either commenced to produce or finally ceased to produce.

3.

Assignor reserves the exclusive right and option to purchase all oil which may be produced and saved from the land covered by this assignment, in accordance with and subject to all of the terms, conditions and provisions as set forth in Article 7 of that certain Agreement attached hereto as Exhibit "1".

4.

This assignment is subject to the provisions of that certain Agreement which is hereby ratified, adopted and confirmed, a copy of which is attached hereto as Exhibit "1" and made a part hereof, and in the event of conflict between the provisions hereof

and those of said Agreement, the latter agreement shall prevail. It is expressly understood the execution and delivery of this assignment shall in no way supersede said agreement, nor relieve Assignee from compliance with all the terms, covenants and provisions thereof.

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, successors and assigns of Assignor and Assignee and shall be covenants running with the leases and land covered hereby.

EXECUTED THIS 11th DAY OF October, 1967.

WITNESSES:

ASHLAND OIL & REFINING COMPANY

BY Frank Tuel  
ATTORNEY-IN-FACT

LOHMANN-JOHNSON OIL COMPANY, INC.

by J. B. Lohmann, President

RUSSELL MCCONNELL, INC.

BY Russell McConnell

A C K N O W L E D G E M E N T

STATE OF Indiana }  
COUNTY OF Vanderburgh } SS.

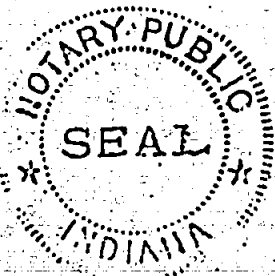
BEFORE ME, a Notary Public in and for said County and State, personally appeared Frank Paul, known to me to be the person who as Attorney-in-Fact of ASHLAND OIL & REFINING COMPANY, the corporation which executed the foregoing instrument in the name and upon behalf of said corporation as such Attorney-in-Fact, that the same is his free act and deed as such Attorney-in-Fact and the free and corporate act and deed of said corporation, and that he was duly authorized thereunto by its Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Evansville, Indiana, this 11th day of October, 1967.

My Commission Expires:

11-1-70

Linda Ruth Robinson  
NOTARY PUBLIC



ACKNOWLEDGMENT FOR CORPORATION

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

SS:

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I, \_\_\_\_\_, a Notary Public, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the same persons whose names are respectively as the \_\_\_\_\_ President and \_\_\_\_\_ Secretary of \_\_\_\_\_ a corporation of the State of \_\_\_\_\_, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

STATE OF Ohio }  
COUNTY OF Ashtabula }

SS:

I, Robert A. Hall, a Notary Public, do hereby certify that Russell McConnell and \_\_\_\_\_, personally known to me to be the same persons whose names are respectively as the X President and \_\_\_\_\_ Secretary of Russell McConnell Inc., a corporation of the State of \_\_\_\_\_, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 15 day of Oct., 1967.

ROBERT A. HALL  
My commission expires August 2, 1968

Robert A. Hall  
NOTARY PUBLIC

STATE OF Indiana }  
COUNTY OF Vanderburgh }

SS:

I, Helen V. Fields, a Notary Public, do hereby certify that J. B. Lohmann and \_\_\_\_\_, personally known to me to be the same persons whose names are respectively as the ✓ President and \_\_\_\_\_ Secretary of Lohmann Johnson Oil Co. Inc., a corporation of the State of Pennsylvania, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 25th day of October, 1967.

My commission expires: \_\_\_\_\_

Helen V. Fields  
NOTARY PUBLIC

Nov 5, 1969



EXHIBIT "1"  
Attached to and made a part of Partial Assignment of Oil & Gas  
Leases dated \_\_\_\_\_, between Ashland Oil &  
Refining Company and Lohmann Johnson Oil Company, Inc.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 19 day  
of May, 1966 by and between ASHLAND OIL & REFINING COMPANY, a  
Kentucky corporation, of 910 East Broad Street, Post Office Box  
688, Columbus 16, Ohio, hereinafter referred to as "Ashland," as  
FIRST PARTY,

A  
N  
D

RUSSELL McCONNELL, INC., an Ohio corporation, of Box 5, Dorset,  
Ohio, hereinafter referred to as "McConnell," as SECOND PARTY,

W I T N E S S E T H :

WHEREAS, the parties hereto desire to provide for the ex-  
ploration and development of certain Lease Acreage as hereinafter  
defined; and

WHEREAS, Ashland proposes to assign to McConnell such  
Lease Acreage subject to the exceptions, reservations, covenants  
and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants  
and promises herein contained, it is agreed between the parties  
as follows:

1. LEASE ACREAGE.

Ashland is the holder of certain oil and gas leases more  
particularly described in EXHIBIT "A" attached hereto and in-  
corporated herein by reference. The term "Lease Acreage" as used  
herein shall be defined to mean said leases insofar as they cover  
the land described in said EXHIBIT "A". Ashland does not warrant  
title to the Lease Acreage, but upon reasonable request, shall

furnish to McConnell such abstracts and other title papers, or copies thereof, as may be available in Ashland's files. Notwithstanding the fact that Ashland does not warrant title generally to the Lease Acreage, Ashland does warrant that it has done nothing to affect the title to said leases and warrants the title to said leases against any claims by, through or under it. There shall be no obligation on the part of Ashland to purchase new or supplemental abstracts, nor to do any curative work in connection with title to the Lease Acreage, except insofar as this special warranty may obligate Ashland. In the event McConnell shall determine that Ashland's title to any of the leases set forth under EXHIBIT "A" is not good and marketable, then such lease shall be reassigned by McConnell to Ashland at McConnell's option, and if such reassignment takes place, shall no longer be a part of the Lease Acreage as herein defined.

## 2. TEST WELL

McConnell agrees to commence on or before July 31, 1966, the actual drilling of a test well for oil and gas upon a location on Lot 39, Andover Township, Ashtabula County, Ohio, and to drill and complete said well within sixty (60) days following commencement thereof, with due diligence and in a good and workmanlike manner to a depth sufficient in the opinion of Ashland to penetrate one hundred fifty (150) feet below the top of the Trempealeau Formation or to a depth of seven thousand (7,000) feet, whichever is lesser.

McConnell shall furnish to Ashland a location plat and notify Ashland immediately when the location for said test well is staked, when the material for the drilling thereof is moved to the location and when actual drilling is commenced. After actual drilling has been commenced and until said well has been completed as a producer or plugged and abandoned as a dry hole,

McConnell shall furnish to Ashland daily reports as to the progress of drilling and completion operations and any and all other information requested by Ashland relative to said test well.

If said test well proves to be capable of producing oil and/or gas in commercial quantities, it shall be completed promptly and equipped for production (including tankage) by McConnell. If said well proves to be incapable of producing oil and/or gas in commercial quantities, McConnell shall plug the well in accordance with the laws of the State of Ohio, and in accordance with the rules and regulations of any other regulatory body having jurisdiction. In any event, McConnell promptly shall restore the premises to their original condition and contour as nearly as practicable and settle and dispose of all claims for damages and injuries arising out of, connected with or incident to the making of such location, drilling and/or plugging of said well and all operations in connection therewith.

The test well to be drilled by McConnell as hereinabove provided, and all operations incident thereto shall be at the sole risk, cost and expense of McConnell and Ashland shall not be subject to any obligation, duty or liability whatsoever in connection therewith. McConnell agrees to indemnify and save Ashland free, clear and harmless from any claim, demand or lien asserted by any person or party and to pay promptly all bills for labor, materials and other items as they occur.

### 3. GEOLOGICAL INFORMATION.

During the course of drilling and completion of the test well, Ashland or its authorized representatives shall at all times have access to the well and derrick floor. In the drilling of the well, mud of sufficient gravity and viscosity shall be used to return good cuttings such as are satisfactory to Ashland and samples of such cuttings, consecutively taken, shall be

furnished to Ashland. In the event a showing of oil or gas is encountered, McConnell shall immediately notify Ashland thereof. Ashland may at any time prior to the completion of the well, or its abandonment as a dry hole, request that any showing or showings of oil or gas disclosed during the drilling of the well or by an electrical survey be properly tested. Such testing shall immediately be undertaken by McConnell unless Ashland consents that testing be deferred until the well reaches its total depth. If Ashland requests, casing shall be properly set and the well bailed and such other things done as are necessary to make a satisfactory test of the showing or showings. McConnell shall notify Ashland before the testing of any showing so that Ashland may have a representative present to witness such testing. At its election and at its own risk and expense, Ashland shall have the right to lower a geophone into the well for the purpose of taking seismic velocity tests prior to the completion or abandonment of the test well. If directional or straight hole surveys or core analyses are made, McConnell shall furnish Ashland complete reports thereof. When the test well has been drilled to total depth, McConnell agrees to make an electrical survey, which survey shall include all open hole from the bottom of the surface casing to the total depth, and to furnish Ashland three (3) copies of said survey. In addition, McConnell agrees to furnish Ashland three (3) copies of the well log and any and all other information requested by Ashland relative to the test well. The test well as herein provided shall not be plugged or abandoned without Ashland's consent.

Ashland shall at all times have access to the Lease Acreage to inspect operations thereon and McConnell, upon request, shall furnish Ashland full information in regard thereto. In the event subsequent wells are drilled on the Lease Acreage, McConnell agrees to furnish to Ashland promptly following completion of

of each well three (3) copies of all electrical surveys and three (3) copies of the well log as well as any and all other information and data requested by Ashland relative to such wells which may be available to McConnell.

4. DEVELOPMENT AND OPERATION OF LEASE ACREAGE.

McConnell assumes and agrees to fully comply with and timely perform each and every duty, obligation, provision and covenant, both express and implied, as contained and provided in the oil and gas leases as set forth in EXHIBIT "A" attached hereto and of any intermediate assignments thereof which are imposed upon the lessee and/or assignee thereby, either by express terms or by implication, insofar as said oil and gas leases and any intermediate assignment thereof covers the land specifically described in said EXHIBIT "A". McConnell further covenants and agrees to maintain, develop and continuously operate the Lease Acreage for the production of oil and/or gas in a prudent, efficient and workmanlike manner, including but not limited to, drilling any and all wells that may be necessary to protect all rights and interests of the Lessor and Ashland in the aforesaid leases and parties claiming by, through or under said Lessor or Ashland, to pay or cause to be paid all royalties, overriding royalties and other payments which may be due from the sale of oil, gas or other hydrocarbon produced from the Lease Acreage and to furnish promptly to any purchaser of such production all title information and curative material reasonably requested so as to secure prompt payment to the interest owners of proceeds from the sale of production from the Lease Acreage.

5. SURRENDER, RELINQUISHMENT OR ABANDONMENT OF LEASE ACREAGE.

McConnell shall not abandon, relinquish, surrender or let expire all or any part of the Lease Acreage without first giving



ASHLAND written notice at least sixty (60) days prior to said Lease Acreage or any part thereof being abandoned, relinquished, surrendered or allowed to expire, and ASHLAND shall have thirty (30) days after receipt of such notice within which to notify McConnell whether Ashland elects to take over all or any part of the Lease Acreage which McConnell desires to abandon, relinquish, surrender or allow to expire. In the event Ashland should elect to take over all or any part of the Lease Acreage and there shall be a well or wells situated thereon, Ashland shall have the right to take over any such well or wells by paying McConnell the salvage value of all materials in such well or wells so taken over by Ashland. If Ashland shall fail or neglect to notify McConnell of such election within the thirty (30) day period, it shall be deemed that Ashland does not elect to take over the Lease Acreage or any well or wells situated thereon. If Ashland shall elect to take over all or any part of the Lease Acreage but does not elect to take over any or all wells situated thereon, then McConnell shall properly plug and abandon any and all wells which Ashland does not elect to take over and shall, within a reasonable time thereafter, remove all lease material and debris placed on the premises by McConnell and restore the premises to their original condition and contour as nearly as practicable, all at the risk and expense of McConnell. Upon the election of Ashland to take over all or any part of the Lease Acreage, McConnell shall execute and deliver to Ashland a recordable assignment of such Lease Acreage and warrant the same to be free and clear of all liens, claims, clouds and encumbrances caused, suffered or created by, through or under McConnell.

#### 5. RENTAL PAYMENTS.

If, after the execution of this Agreement but prior to the delivery of an assignment by Ashland to McConnell hereunder, any

rental payments or other payments necessary to maintain the Lease Acreage in force and effect should become due, Ashland shall make such payments and McConnell shall reimburse Ashland for the total amount thereof within thirty (30) days after receiving Ashland's billing therefor.

Following delivery of the assignment provided for herein, McConnell agrees to pay for its own account in advance of the due date thereof any and all rental payments or other payments necessary to maintain the Lease Acreage in force and effect.

Should McConnell desire to cease payment of rentals or other payments necessary to maintain the Lease Acreage or any portion thereof in force or effect, then McConnell shall give to Ashland the option to reacquire said Lease Acreage as set forth in paragraph 5 hereof. In the event of such reassignment by McConnell to Ashland, such assignment shall be made with warranty by McConnell against all claims of any nature by, through or under McConnell.

#### 7. PERFORMANCE.

If and when McConnell has completed the test well in a manner and within the time herein provided and is not otherwise in default of any of the terms, covenants and conditions herein made binding upon McConnell, time being of the essence of this Agreement, Ashland, upon written request received from McConnell within sixty (60) days after completion of said test well, shall execute and deliver to McConnell, immediately upon such request and subject to the terms, conditions and provisions of this Agreement, an assignment of all its right, title and interest in and to the Lease Acreage. Said assignment shall specifically refer to and be subject to all of the terms, covenants and conditions of this Agreement and the execution and delivery of such assignment shall not supersede this Agreement nor relieve McConnell of his obligation to continue to fully comply and faithfully perform

all the terms, covenants and conditions of this Agreement. In addition, said assignment shall be without warranty of title, except by, through or under the assignor, and shall reserve unto Ashland the overriding royalty interest in all oil, gas, condensate, distillate, casinghead gas or other hydrocarbons produced and saved from the Lease Acreage under the terms of the leases covering the land specifically described in EXHIBIT "A" attached hereto of one-sixteenth (1/16th) of seven-eighths (7/8th) of such production. Production attributable to the overriding royalty interest reserved to Ashland shall be delivered to Ashland in the tanks or pipeline to which the well or wells situated on the Lease Acreage may be connected, free and clear of any and all costs and expenses whatsoever except that said overriding royalty interest shall bear its proportionate part of any gross production, severance and/or ad valorem taxes. If at any time Ashland is not receiving in kind all or any part of either the oil, gas, casinghead gas, condensate, distillate and other hydrocarbons and substances attributable to Ashland's reserved overriding royalty interest, then such products shall be sold by McConnell for the account of Ashland at the highest and best price obtainable.

Ashland shall have the preferential right and option for a period of fifteen (15) years from the date hereof to purchase all oil produced from the Lease Acreage at Ashland's price in effect at the time of each purchase for oil of like kind and quality in the same area and received by Ashland under similar circumstances and conditions. Any purchase of oil by Ashland shall be in accordance with the terms and conditions contained in Ashland's standard form of division order which are not inconsistent with the terms and provisions of this preferential right and option to purchase oil. In the event of any inconsistencies between the terms of said division order form and the

terms hereof, then the terms as set forth herein shall be controlling. Ashland shall not be required to purchase oil from the Lease Acreage or to provide a market therefor; however, if Ashland does not purchase the oil produced from the Lease Acreage for a period of ten (10) consecutive days after such oil is offered to Ashland, McConnell shall have the right to dispose of the oil produced from the Lease Acreage and not purchased by Ashland for such period, and shall be free to contract for the sale of oil produced from the Lease Acreage to any other purchaser for a period not exceeding six (6) months from the date Ashland elected not to purchase such oil. At the expiration of any such contract made by McConnell or at the end of said six (6) months, whichever occurs first, and at the end of any similar successive period, Ashland's preferential right as aforesaid shall apply and continue in full force and effect upon and subject to all the terms, provisions and conditions hereof. During such period or periods as Ashland purchases oil from the Lease Acreage in accordance with the generally prevailing proration practices in the immediate area in which the Lease Acreage is situated, then McConnell's right to sell oil to other purchasers shall not become effective because of Ashland's failure to purchase oil from the Lease Acreage. In the event Ashland's purchase price for oil produced from the Lease Acreage is not competitive with the price being paid by another financially responsible purchaser of oil under similar delivery arrangements in the immediate area who is ready, willing, and able to purchase oil from the Lease Acreage, and after Ashland has been supplied with evidence that a higher price will be paid by another financially responsible purchaser for oil produced from the Lease Acreage, Ashland shall have fifteen (15) days to meet the higher price offered by such other purchaser. If Ashland fails to meet such higher price within such time, McConnell shall be free to contract for the sale of

oil from the Lease Acreage at such higher price for a period not exceeding six (6) months from the date Ashland elected not to meet such higher price. At the expiration of any such contract or at the end of said six (6) months' period, whichever occurs first, and at the end of any similar successive period, Ashland's preferential right to purchase oil from the Lease Acreage as hereinabove provided shall apply and continue in full force and effect upon and subject to all the terms, provisions and conditions hereof. The preferential right and option to purchase oil as provided herein may, at Ashland's election, be incorporated into the terms of the assignment of the Lease Acreage to McConnell.

9. DEFAULT.

If McConnell fails to fully comply with and timely perform any of the terms, conditions, obligations and covenants of this Agreement, Ashland, at its option, may terminate this Agreement by giving written notice to McConnell, subject to the provisions hereinafter contained, and provided that in doing so, Ashland shall not waive or otherwise be precluded from exercising any other rights or remedies at law or in equity which it may have for the breach of this Agreement by McConnell or for McConnell's failure to perform under this Agreement in whole or in part. In the event of breach by McConnell, following partial development of the Lease Acreage, the termination of this Agreement by Ashland shall not terminate McConnell's interest in any completed well or wells drilled on the Lease Acreage. In the event of such termination after partial development, and in the event of a reassignment of the Lease Acreage to Ashland, or in the event of a judicial determination that the Lease Acreage has been revested in Ashland by termination of the Agreement or breach, or default on the part of McConnell, any such reassignment or judicial determination shall reserve to McConnell, his



heirs or assigns, such wells as have been developed as commercially productive wells and a radius of acreage surrounding said well of two thousand (2,000) feet. McConnell agrees to indemnify and hold Ashland free, clear and harmless at all times against any and all claims, damages, losses and causes of action arising or resulting out of McConnell's failure or refusal to comply fully with each and every duty, obligation, provision and covenant that is contained in this Agreement.

9. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS.

Ashland makes no representations or warranties with respect to the geological formations underlying the Lease Acreage or with respect to whether oil, gas or other hydrocarbons underlies or can be produced from the Lease Acreage. McConnell represents covenants and agrees that McConnell has examined and is familiar with the Lease Acreage and the area in which it is located; that McConnell is experienced and knowledgeable in the search for and production of <sup>oil and</sup> gas and is not relying on any representations or warranties of any nature made by or on behalf of Ashland.

10. EFFECT OF THIS AGREEMENT

The terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement is subject to all valid and applicable Federal, State and local laws and all valid, applicable rules, orders and regulations of any duly constituted Federal, State or local regulatory body or authority having jurisdiction hereof, and all development and operations hereunder shall be conducted in conformity therewith.

This Agreement is not intended to create and nothing contained herein shall be construed to create an association, trust, joint venture, mining partnership, or other partnership or

entity of any kind, nor to constitute McConnell the agent of Ashland.

The paragraph headings used in this Agreement are inserted for convenience only and shall be disregarded in construing this Agreement.

# 11. NOTICES.

All notices and information, except that required in connection with the drilling and completion of the test well, to be given or supplied to Ashland pursuant to the terms and provisions of this Agreement shall be given to Ashland at:

910 East Broad Street  
P. O. Box 688  
Columbus, Ohio 43216

and

P. O. Drawer 1503  
Houston, Texas 77001

Notices and information required to be given to Ashland in connection with the drilling and completion of the test well shall be given to Ashland at:

910 East Broad Street  
P. O. Box 688  
Columbus, Ohio 43216

Attention: Nace Mafford  
Phone 252-2161  
(Nights & Holidays 839-1844)

All notices required to be given or supplied to McConnell pursuant to the terms and provisions of this Agreement shall be given to McConnell at the following address:

Box 5  
Dorset, Ohio

Each party hereto reserves the right to change its address for giving notices and information hereunder by giving written

notice to the other party and specifying its new address. Any party giving written notice of a new address shall specifically refer to this Agreement.

All notices that are required or authorized to be given under the terms and provisions of this Agreement, except as otherwise specifically provided, shall be given in writing by United States mail or Western Union telegram with postage or charges prepaid. The originating notice or communication to be given shall be deemed given when received by the party to whom such notice is directed and the time for any party to give a response thereto shall run from the date the originating notice is received. The second or any subsequent responsive notice shall be deemed given when deposited in the United States Post Office or with Western Union Telegraph Company with all postage or charges prepaid.

## 12. ADDITIONAL PROVISIONS.

A. Subject to the exceptions and conditions as hereinafter set forth, McConnell does hereby grant unto Ashland the preferential right and option to purchase all of the oil produced from any leases and lands situated in Andover Township and/or Williamsfield Township, Ashtabula County, Ohio, with respect to which McConnell now or hereafter has control over the sale of oil produced therefrom in accordance with the following terms:

1. In the event Ashland's purchase price for oil is not competitive with the price being paid by another financially responsible purchaser of oil in the immediate area who is ready, willing, and able to purchase McConnell's oil in that area, and after Ashland has been supplied with written notice and evidence that a higher price will be paid by such financially responsible purchaser for McConnell's oil, Ashland shall have thirty

(30) days to meet the higher price offered by such other purchaser. If Ashland fails to meet such higher price within such time, McConnell shall have no further obligation hereunder to sell such oil to Ashland.

2. The preferential right and option to purchase oil as herein granted in this Article 12 by McConnell to Ashland shall not apply to oil produced from leases or lands acquired by McConnell when the right to purchase oil produced therefrom is reserved to and exercised by another purchaser as evidenced by written agreement made prior to or in consideration of McConnell's acquisition of such leases and lands. Furthermore, nothing contained in this Article regarding Ashland's preferential right and option to purchase oil shall apply with respect to the Lease Acreage as described in EXHIBIT "A" attached hereto, but all of the terms of Article 7 shall control and be applicable as to Ashland's preferential right and option to purchase oil from said Lease Acreage.

3. If McConnell sells or otherwise disposes of all or any part of any lands or leases in Andover Township and/or Williamsfield Township, Ashtabula County, Ohio, from which Ashland has the preferential right and option to purchase the oil produced therefrom as provided herein, McConnell shall make such sale or other disposition expressly subject to the provision of this Article 12 except that Ashland's preferential right and option to purchase the oil produced from the lands or leases so sold or disposed may be terminated by written notice to Ashland within thirty (30) days after the sale or disposition of such leases or lands.

4. All oil purchased hereunder by Ashland shall be purchased in accordance with the terms and conditions

contained in Ashland's standard form of division order not inconsistent with the terms hereof and at Ashland's price in effect at the time of each purchase for oil of like kind and quality in the same area and received by Ashland under similar circumstances and conditions. In the event of any inconsistencies between the terms hereof and Ashland's division order form, the terms as herein provided shall be controlling. Nothing herein shall require Ashland to purchase such oil or provide a market therefor.

5. Should Ashland fail to purchase in accordance with the general practice then prevailing in the area oil produced from a lease subject to Ashland's right and option to purchase as granted in this Article 12, and if such failure to purchase should continue for ten (10) days after notice of such failure has been given to Ashland in writing, then the right and option to purchase oil from such lease may be terminated by McConnell.

6. The preferential right and option to purchase oil as herein granted by McConnell to Ashland shall continue for a period of two (2) years from and after the date hereof and thereafter until six (6) months' prior written notice of termination shall have been given, but shall terminate automatically without such notice at the end of ten (10) years.

B. McConnell agrees to <sup>run</sup> five inch (5") Schlumberger or Lane-Wells Gamma-Neutron and Induction Logs from top of Clinton Formation to total depth, and a two inch (2") Gamma-Neutron Log will be run from the surface to total depth. Ashland shall be furnished promptly with three (3) copies of each log.

C. A set of well cuttings or samples shall be furnished Ashland from the top of the Clinton to total depth. Said samples



shall be washed, dried, and placed in standard five inch (5") by three inch (3") manila sample envelopes prior to delivery to Ashland's Columbus office.

D. In the event the Lease Acreage is developed by McConnell as a gas field and in the event McConnell is able to acquire storage rights from the land owners in connection with the Lease Acreage and such Lease Acreage is eventually developed as a gas storage field, McConnell shall have the right to pay to Ashland its one-sixteenth (1/16th) of seven-eighths (7/8ths) overriding royalty of oil and gas in place in a lump sum and thereby acquire all remaining rights of Ashland in the Lease Acreage. The amount in place shall be determined by acceptable geological methods and in the event the parties are unable to agree on the amount of gas in place, the decision shall be submitted to a Board of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two so chosen, and the decision of such arbitrators shall be final and binding upon the parties. The moving party shall appoint its arbitrator and must give the other party notice of its appointment and within ten (10) days the party so notified shall appoint its arbitrator and notify the party desiring arbitration. Within ten (10) days of the appointment of the second arbitrator the two selected shall choose a third. The decision of the arbitrators shall be announced within sixty (60) days of the appointment of the third arbitrator. The failure of any party to appoint an arbitrator or the failure of the two arbitrators to appoint a third arbitrator shall authorize any party in interest to apply to the Court of Common Pleas of Ashtabula County, Ohio, for the appointment of an arbitrator. This provision regarding the purchase of gas in place shall not be applicable so long as oil in commercially paying quantities is

being produced from the Lease Acreage.

Attest:

ASHLAND OIL & REFINING COMPANY

By J. V. [Signature]

RUSSELL McCONNELL, INC.

Margaret C. Zepke  
Sec.

By Russell McConnell  
Pres

EXHIBIT "A"

Attached to and made a part of Agreement dated May 2, 1966 between Ashland Oil & Refining Company and Russell McConnell.

Lease No. 30525 Oil and Gas Lease dated February 28, 1964 from John M. Fletcher, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 645, INsofar AND ONLY INsofar as said lease covers:

That certain tract of land situated in Lot 35, Andover Township, Ashtabula County, Ohio, containing 57.00 acres, more or less.

Lease No. 30240 Oil and Gas Lease dated February 13, 1964 from Jesse J. Woodworth, et ux, to Ashland Oil & Refining Company, recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 293, INsofar AND ONLY INsofar as said lease covers:

That certain tract of land situated in Lot 36, Andover Township, Ashtabula County, Ohio, containing 60.00 acres, more or less.

Lease No. 30500 Oil and Gas Lease dated February 15, 1964 from Clyde G. Brown, widower of Carrie Brown, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 585, INsofar AND ONLY INsofar as said lease covers:

That certain tract of land situated in Lot 40, Andover Township and Lot 4, Williamsfield Township, Ashtabula County, Ohio, containing 325.23 acres, more or less.

Lease No. 30534 Oil and Gas Lease dated February 17, 1964 from Ernest Ejbl to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 619, INsofar AND ONLY INsofar as said lease covers:

That certain tract of land situated in Lots 1, 2, and 7, Williamsfield Township, Ashtabula County, Ohio, containing 159.91 acres, more or less.

EXHIBIT "A"

Continued

Lease No. 30239 Oil and Gas Lease dated February 13, 1964 from Frank J. Mrabal, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 31, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 21, Andover Township, Ashtabula County, Ohio, containing 195 acres, more or less.

Lease No. 30512 Oil and Gas Lease dated February 21, 1964 from Solomon R. L. Jeffries, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 37, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 32, Andover Township, Ashtabula County, Ohio, containing 101.84 acres, more or less.

Lease No. 30515 Oil and Gas Lease dated February 23, 1964 from Kenneth E. Sparling, et ux, to Ashland Oil & Refining Company recorded in the Recorder's Office of Ashtabula County, Ohio, Volume 66, Page 223, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 22, Andover Township, Ashtabula County, Ohio, containing 25 acres, more or less.

Lease No. 30487 Oil and Gas Lease dated February 12, 1964 from E. E. Sparling, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 225, INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Sections 12, 13, 22, and 23, Andover Township, Ashtabula County, Ohio, containing 404.66 acres, more or less.

Lease No. 30238 Oil and Gas Lease dated February 12, 1964 from John A. Fenton, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 639, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 23, Andover Township, Ashtabula County, Ohio, containing 3 acres, more or less.

EXHIBIT "A"

Continued

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Lease No. 30485 Oil and Gas Lease dated February 12, 1964 from R. R. Gregory, et ux to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 659, INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Lots 23 and 24, Andover Township, Ashtabula County, Ohio, containing 48.6 acres, more or less.

Lease No. 30499 Oil and Gas Lease dated February 15, 1964 from Frank T. Hockran, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 9, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 24, Andover Township, Ashtabula County, Ohio, containing 30 acres, more or less.

Lease No. 30241 Oil and Gas Lease dated February 14, 1964 from Robert M. Vickery, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 283, INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Lots 24, 25, 34, and 35, Andover Township, Ashtabula County, Ohio, containing 153.73 acres, more or less.

Lease No. 30237 Oil and Gas Lease dated February 12, 1964 from Clint L. Seigman, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 263, INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Lots 34 and 44, Andover Township, Ashtabula County, Ohio, containing 118 acres, more or less.

Lease No. 30526 Oil and Gas Lease dated February 28, 1964 from Don G. Jenkins, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 39, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 35, Andover Township, Ashtabula County, Ohio, containing 24 acres, more or less.



EXHIBIT "A"

Continued

Lease No. 30503 Oil and Gas Lease dated February 18, 1964 from Harry G. Sweeney, et ux, to Ashland Oil & Refining Company, recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 207, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lots 25 and 26, Andover Township, Ashtabula County, Ohio, containing 90.12 acres, more or less.

Lease No. 30523 Oil and Gas Lease dated February 26, 1964 from Catherine M. Crouch, widow, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 591, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 36, Andover Township, Ashtabula County, Ohio, containing 41.83 acres, more or less.

Lease No. 30522 Oil and Gas Lease dated February 26, 1964 from E. E. Switzer, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 227, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 27, Andover Township, Ashtabula County, Ohio, containing 32.35 acres, more or less.

Lease No. 30243 Oil and Gas Lease dated February 15, 1964 from Pat Annandono, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 549, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 27, Andover Township, Ashtabula County, Ohio, containing 65.71 acres, more or less.

Lease No. 30236 Oil and Gas Lease dated February 12, 1964 from Robert L. Gunther, Jr., et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 5, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lots 36 and 37, Andover Township, Ashtabula County, Ohio, containing 145.36 acres, more or less.

[illegible][illegible]

Lease No. 36233 Oil and Gas Lease dated February 11, 1964 from Jack E. Hazelton, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 27, INsofar AND ONLY INsofar as said lease covers:

Parts of Lots 29 and 39, Andover Township,  
Ashtabula County, Ohio, containing 136-  
acres, more or less.

Lease No. 30510 Oil and Gas Lease dated February 19, 1964 from Bryan J. McGann, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 85, INsofar AND ONLY INsofar as said lease covers:

Part of Lot 39, Andover Township, Ashtabula County, Ohio, containing 2 acres, more or less.

Lease No. 30513 Oil and Gas Lease dated February 22, 1964 from  
Shane Enterprises, Inc., to Ashland Oil & Refining Company, re-  
corded in the Recorder's office of Ashtabula County, Ohio,  
Volume 66<sup>0</sup>, Page 269, IN SO FAR AND ONLY IN SO FAR as said lease  
covers:

Part of Lot 30, Andover Township, Ashtabula County, Ohio, containing 36.10 acres, more or less.

Lease No. 30512 Oil and Gas Lease dated February 25, 1964 from  
Ralph W. Daniels, et ux, to Ashland Oil & Refining Company re-  
corded in the Recorder's office of Ashtabula County, Ohio,  
Volume 65, Page 611, INSOFAR AND ONLY INSOFAR as said lease  
covers:

Part of Lot 30, Andover Township, Ashtabula County, Ohio, containing 41.00 acres, more or less.

EXHIBIT "A"

Continued

Lease No. 30517 Oil and Gas Lease dated February 25, 1964 from Robert S. Forbes, single, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 647, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 30, Andover Township, Ashtabula County, Ohio, containing 46.00 acres, more or less.

Lease No. 30423 Oil and Gas Lease dated February 13, 1964 from Myron R. Ellis, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 617, INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Lots 30 and 40, Andover Township, Ashtabula County, Ohio, containing 70.00 acres, more or less.

Lease No. 30533 Oil and Gas Lease dated February 17, 1964 from Theodore J. Misiolok, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 123, INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Sections 3 and 4, Williamsfield Township, Ashtabula County, Ohio, containing 80.69 acres, more or less.

Lease No. 30234 Oil and Gas Lease dated February 13, 1964 from Anton Budas, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 571, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 4, Williamsfield Township, Ashtabula County, Ohio, containing 46.5 acres, more or less.

Lease No. 30528 Oil and Gas Lease dated February 15, 1964 from Axel Perryman, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 643, INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Lots 3 and 4, Williamsfield Township, Ashtabula County, Ohio, containing 100 acres, more or less.

EXHIBIT "A"

Continued

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Lease No. 30531 Oil and Gas Lease dated February 15, 1964 from Charles Kloczko, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 47, INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Lots 4 and 7, Williamsfield Township, Ashtabula County, Ohio, containing 230 acres, more or less.

Lease No. 30532 Oil and Gas Lease dated February 15, 1964 from Lois M. Wright, single, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 305, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 7, Williamsfield Township, Ashtabula County, Ohio, containing 109.49 acres, more or less.

Lease No. 30530 Oil and Gas Lease dated February 15, 1964 from James E. French, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 65, Page 653, INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Sections 7 and 8, Williamsfield Township, Ashtabula County, Ohio, containing 183 acres, more or less.

Lease No. 30525 Oil and Gas Lease dated February 17, 1964 from William B. Martin to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 93, INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Lots 4 and 5, Williamsfield Township, Ashtabula County, Ohio, containing 114.08 acres, more or less.

Lease No. 30505 Oil and Gas Lease dated February 17, 1964 from Lloyd W. Overly, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 147, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 14, Williamsfield Township, Ashtabula County, Ohio, containing 53 acres, more or less.

EXHIBIT "A"

Continued

Lease No. 30572 Oil and Gas Lease dated February 20, 1964 from Kenneth N. Smith, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 235, IN SO FAR AND ONLY IN SO FAR as said lease covers:

Part of Lot 14, Williamsfield Township, Ashtabula County, Ohio, containing 30 acres, more or less.

Lease No. 32917 Oil and Gas Lease dated November 10, 1964 from Forest C. Fuller, et ux, to Ashland Oil & Refining Company, recorded in the Recorder's office of Ashtabula County, Ohio, Volume 69, Page 607, IN SO FAR AND ONLY IN SO FAR as said lease covers:

Parts of Lots 7 and 14, Williamsfield Township, Ashtabula County, Ohio, containing 98 acres, more or less.

Lease No. 32916 Oil and Gas Lease dated November 18, 1964 from J. Cleon Armstrong, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 69, Page 601, IN SO FAR AND ONLY IN SO FAR as said lease covers:

Parts of Lots 6 and 15, Williamsfield Township, Ashtabula County, Ohio, containing 270 acres, more or less.



EXHIBIT "A"

Continued

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Lease No. 30572 Oil and Gas Lease dated February 20, 1964 from Kenneth R. Smith, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 66, Page 235, INsofar AND ONLY INsofar as said lease covers:

Part of Lot 14, Williamsfield Township, Ashtabula County, Ohio, containing 30 acres, more or less.

Lease No. 32917 Oil and Gas Lease dated November 10, 1964 from Forest C. Fuller, et ux, to Ashland Oil & Refining Company, recorded in the Recorder's office of Ashtabula County, Ohio, Volume 69, Page 607, INsofar AND ONLY INsofar as said lease covers:

Parts of Lots 7 and 14, Williamsfield Township, Ashtabula County, Ohio, containing 98 acres, more or less.

Lease No. 32916 Oil and Gas Lease dated November 18, 1964 from J. Cleon Armstrong, et ux, to Ashland Oil & Refining Company recorded in the Recorder's office of Ashtabula County, Ohio, Volume 69, Page 601, INsofar AND ONLY INsofar as said lease covers:

Parts of Lots 6 and 15, Williamsfield Township, Ashtabula County, Ohio, containing 270 acres, more or less.

Duplicate of  
Previous Page

EXHIBIT "B"

Additional leases pursuant to Amendments of  
February 10, 1967 and March 23, 1967.

Lease No. 30504 Oil and Gas lease dated February 17, 1964 from  
Wavie G. French, widow of N. Lee French, recorded in the Recorder's  
Office of Ashtabula County, Ohio, Volume 65, Page 651, and

Lease No. 30504A Oil and Gas lease dated February 17, 1964 from  
C. N. French, etux, to Ashland Oil & Refining Company, recorded in  
the Recorder's Office of Ashtabula County, Ohio, Volume 68 Page  
543, INSOFAR AND ONLY INSOFAR as said leases cover:

Part of Lot 38, Andover Township,  
Ashtabula County, Ohio, containing  
202.76 acres, more or less.

Lease No. 30468 Oil and Gas lease dated February 17, 1964, from  
Mary A. Moreland, et vir, to Ashland Oil & Refining Company recorded  
in the Recorder's Office of Ashtabula County, Ohio, Volume 66,  
Page 79, INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 2, Sections 16 and Lot 5,  
Section 17, Williamsfield Township,  
Ashtabula County, Ohio, containing 187.75  
acres, more or less.

Lease No. 30475 Oil and Gas lease dated February 26, 1964 from Hilda S.  
Kohta, et vir, to Ashland Oil & Refining Company, recorded in the  
Recorder's Office of Ashtabula County, Ohio, Volume 66, Page 43,  
INSOFAR AND ONLY INSOFAR as said lease covers:

Part of Lot 3 and all of Lot 4, Section 17,  
Williamsfield Township, Ashtabula County,  
Ohio, containing 187 acres, more or less.

Lease No. 30471 Oil and Gas lease dated February 18, 1964, from Iva E.  
Woods, widow, to Ashland Oil & Refining Company, recorded in the  
Recorder's Office of Ashtabula County, Ohio, Volume 66, Page 295,  
INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Lots 5 and 6, Section 25, Williamsfield  
Township, Ashtabula County, Ohio, containing 89.97  
acres, more or less.

Lease No. 30472 Oil and Gas lease dated February 24, 1964, from Ernest  
C. Poling, etux, to Ashland Oil & Refining Company recorded in the Re-  
corder's Office of Ashtabula County, Ohio, Volume 66, Page 177,  
INSOFAR AND ONLY INSOFAR as said lease covers:

Parts of Lots 1 and 2, Section 24, Williamsfield  
Township, Ashtabula County, Ohio, containing 119.23  
acres, more or less.

Lease No. 30473 Oil and gas lease dated February 24, 1964, from Walter  
Pelech, etux, to Ashland Oil & Refining Company, recorded in the  
Recorder's Office of Ashtabula County, Ohio, Volume 66, Page 179,  
INSOFAR AND ONLY INSOFAR as said lease covers:

That certain 226 acre tract of land situated in  
Williamsfield Township of Ashtabula County, Ohio  
and Kinsman Township of Trumbull County, Ohio,  
bounded on the North by lands of Charles Cole, Iva  
Woods and Dennis Floch and on the East by lands of  
Ewald Kuck, Pennsylvania State Line and Dennis Floch  
and on the South by lands of Ewald Kuck, L. O. Ridwell  
and Charles Cole and on the West by lands of Charles  
Cole and State of Ohio.

Lease No. 30232 Oil and Gas lease dated February 11, 1964, from Hazel M. Stanford, et vir, to Ashland Oil & Refining Company, recorded in the Recorder's Office of Ashtabula County, Ohio, Volume 66, Page 267, INSOFAR AND INSOFAR ONLY as said lease covers:

Parts of Lots 5 and 6 of Section 23 and Part of Lot 1, Section 24, Williamsfield Township, Ashtabula County, Ohio, containing 145 acres, more or less.

JAN 15 8 41 AM '70

PAUL E. MAKALA  
RECORDER  
ASHTABULA COUNTY

Received for Record January 15,  
1970 at 8:41 A.M.  
Recorded January 16, 1970 in  
Ashtabula County Records of  
Volume 66, Page 267.

Vol. 77, Page 159

Paul E. Makala, Recorder

Fee \$58.50

Received  
for Record  
January 16, 1970  
at 8:41 A.M.  
Recorded January 16, 1970 in  
Ashtabula County Records of  
Volume 66, Page 267.

## OHIO SCOUT SHEET

COUNTY ASHTABULATOWNSHIP ANDOVERELEVATION GL 1055.10 K.B. 1063PERMIT NO. 206OPERATOR (RUSSELL MC CONNELL, INC.)FARM FRENCH & PAPPWELL NO. 1CONTRACTOR W.B. ArmstrongLOI 38 SEC. 3 TWP.  RGE. LOCATION Andover Quad

MEASURED FROM

X=2,534.720--Y=705.820QUAD. ☐ FARM10 ac. unit--SEC. ☐ LINES ☐NL 800SL 960EL WL DATE STARTED 5-28-67 DATE COMPLETED 7-9-67D. T.D. 6661L. T.D. P.B. 4259

CASING			FRAC., ACID OR SHOT			
SIZE	SET	SACKS	BBL.	# SAND	FROM	TO
<u>9 5/8</u>	<u>387</u>	<u>165</u>	<u>31.290</u>	<u>3.5</u>	<u>3.5</u>	<u>3.5</u>
<u>7</u>	<u>4100</u>	<u>100</u>				
<u>4 1/2</u>	<u>6595</u>	<u>50</u>				

Prod. Nat.  B.O. MCF Gas Prod. A.T.  B.O. MCF Gas Dry  P & A R.P. Nat.  R.P.A.T. 1200 #/48 hrs

FORMATION	TOP	BOTTOM	REMARKS
Big Injun			<u>4/27/67</u>
Berea			<u>MAY 10 1967</u>
Big Lime	<u>2450</u>	<u>3750</u>	<u>JUN 15 1967</u>
Oriskany			<u>4600</u>
1-Water	<u>2665</u>		<u>JUL 13 1967</u>
Salt	<u>2965</u>	<u>3240</u>	<u>AUG 10 1967</u>
Newburg	<u>3522</u>		<u>OCT 4 1967</u>
2-Water			<u>2.5</u>
Little Lime	<u>3891</u>	<u>3910</u>	<u>DEC 23 1967</u>
Stray Sand	<u>3927</u>	<u>3956</u>	<u>JAN 10 1968</u>
Red Sand	<u>3961</u>	<u>3998</u>	<u>MAR 21 1968</u>
1-White Clinton	<u>4029</u>	<u>4048</u>	<u>APR 10 1968</u>
2-White Clinton			<u>APR 10 1968</u>
Red Medina	<u>4103</u>		
Trenton	<u>5950</u>		<u>NEW PAY</u>
Black River	<u>6096</u>		<u>ANDOVER FIELD</u>
Gull River	<u>6522</u>		
Glenwood	<u>6580</u>		
Trempealeau	<u>6637</u>		
Franconia			
Eau Claire			<u>CAMBRIAN</u>
Mt. Simon			<u>PWC R.T. &amp; C.T.</u>

( ) OIL ( ) GAS

( ) C.T. ( ) R.T.

Form 28  
5-1967

STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS

NOTIFICATION OF DELINQUENT RECORDS

TO:

RUSSELL MC CONNELL, INC.  
P.O. BOX 5  
DORSET, OHIO

Date: 12/22/67

Please be advised that required records or information, as indicated below, are delinquent for your well designated as Permit No. 206,  
County: Ashtabula Township: Dorset Section/Lot 22,  
Well No. 22 Lease Name FRANCIS & DARR.

Records or information not on file in Division of Oil and Gas:

WELL COMPLETION LOG

Your cooperation in furnishing the necessary records or information at an early date will be appreciated. No additional permits will be issued until the requested delinquent material is submitted.

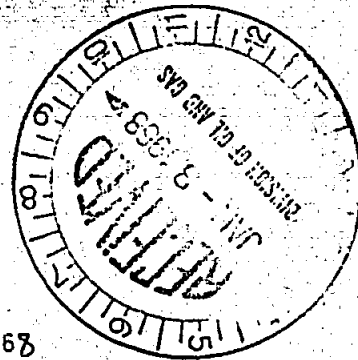
Donald L. Norling, Chief

cc: Well File  
Current Problem File  
Oil and Gas Well Inspector





Russell McConnell, Inc.  
P. O. Box 5  
Dorset, Ohio 44032



Jan. 4, 1968

Wayne T. Connor  
State of Ohio  
Department of Natural Resources  
Division of Oil & Gas  
Columbus, Ohio 43215

Permit No. 206  
Ashtabula  
Andrew  
Sen. 3

Gamma Ray-Neutron Log For Russell McConnell, Inc.  
French and Papp No. 1  
Permit No. 206

*Sent in to  
Div. of Oil & Gas  
D.N.*

State of Ohio  
Department of Natural Resources  
Division of Oil and Gas

**APPLICATION FOR PERMIT TO DRILL, REOPEN, DEEPEN,  
PLUG BACK, OR ABANDON A WELL**

(Required by Chapter 1509 of Ohio Revised Code)

Date of Application: April 12, 1968

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS  
811 OHIO DEPARTMENTS BUILDING  
COLUMBUS, OHIO 43215

For use by DIVISION OF OIL AND GAS	
PERMIT NUMBER:	_____
PERMIT ISSUED:	_____
BOND-AMOUNT:	_____
DATE:	_____
FEE-AMOUNT:	_____
DATE PAID:	_____
PERMIT ISSUED BY:	_____
REMARKS:	_____

I, We, Russell McConnell, Inc.

(P. O. Address) P. O. Box 5, Dorset, Ohio

Zip Code 44032

hereby apply for a permit to drill, reopen, deepen, plug back, or abandon a well as follows:

Oil and/or Gas \_\_\_\_\_ Brine \_\_\_\_\_ Artificial Brine (Salt) \_\_\_\_\_  
 New well \_\_\_\_\_ Reopen \_\_\_\_\_ Deepen \_\_\_\_\_ Plug back \_\_\_\_\_ Abandon \_\_\_\_\_  
 Disposal \_\_\_\_\_ Substance to be disposed \_\_\_\_\_  
 Storage: Input (Injection) \_\_\_\_\_ Extraction \_\_\_\_\_  
                   Substance to be stored \_\_\_\_\_  
 Core Hole \_\_\_\_\_ Stratigraphic ("slim hole") \_\_\_\_\_  
 Secondary Recovery: Input (Injection) \_\_\_\_\_ Production \_\_\_\_\_  
                   Method: Air \_\_\_\_\_ Air \_\_\_\_\_ Gas \_\_\_\_\_ Water \_\_\_\_\_ Thermal \_\_\_\_\_

1. DESIGNATION -  
Well Number: 1; Property Owner: French & Papp;

2. LOCATION -  
County: Ashtabula; Civil Township: Andover; Section: \_\_\_\_\_  
 Lot: 3; Quarter Township: \_\_\_\_\_; City Lot: \_\_\_\_\_ of  
 City or Village: \_\_\_\_\_; Survey: \_\_\_\_\_; Allotment: \_\_\_\_\_

The location of said well is shown on the accompanying map prepared by an Ohio registered surveyor.

3. TYPE OF TOOLS - Cable: \_\_\_\_\_; Rotary: \_\_\_\_\_; both: Rotary & Cable

4. IF NEW WELL -  
Proposed Objective: Tremp. \_\_\_\_\_ geological formation.  
 Proposed Total Depth: 6600 feet.

5. IF REOPENED, DEEPENED, PLUGGED BACK, or ABANDONED -  
 Permit Number: 206  
 Previous Operator: \_\_\_\_\_ Well No.: \_\_\_\_\_ Lease: \_\_\_\_\_  
 Previous Total Depth: 6661 feet in \_\_\_\_\_ formation.  
 Amount of Last Production: 1,000,000 after fracture Date: \_\_\_\_\_  
 Proposed Total Depth: 4060 feet in Clinton formation.

6. PROPOSED CASING PROGRAM - 13 3/8" Cemented by hand- 9 5/8" 34#, 400'  
Halliburton 4,098' 20# 7"-20# Halliburton

7. PLAN FOR DISPOSAL OF WATER AND OTHER WASTE SUBSTANCES - No waste

8. BONDING - Surety Company: Name Ohio Casualty Company  
 Address Hamilton, Ohio

Amount of Bond: \$ 1500 Bond Number: 1226652

(OVER)

9. DRILLING UNIT - Acres: French & Papp Pool  
A) Drilling unit wholly owned by applicant: Yes \_\_\_\_\_ No \_\_\_\_\_  
B) Voluntary Pooling: Yes x No \_\_\_\_\_  
If Yes, attach copy of pooling agreement (Required by Section 1509.26 of the Ohio Revised Code).  
C) Mandatory Pooling: Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, attach application for mandatory pooling order by Chief of Division of Oil and Gas (Required by Section 1509.27 of the Ohio Revised Code).  
On file, State office \_\_\_\_\_  
10. ROYALTY INTERESTS - List the names and addresses of all persons holding royalty interest in the subject tract or within the proposed drilling unit (attach supplementary sheet if necessary):

Name	Address
On file in State Office	

11. PROXIMITY TO MINING OPERATION (Required by Section 1509.08 of Ohio Revised Code) -  
Location is within a coal-bearing township: Yes \_\_\_\_\_ No \_\_\_\_\_  
Location is within the excavations or workings of a mine or within 300 feet of a mine opening: Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, state: Name of mine: \_\_\_\_\_  
Name and address of person or company operating the mine: \_\_\_\_\_

For use by DIVISION OF OIL AND GAS, AND DIVISION OF MINES	
Application referred to	
Division of Mines - Date: _____	By: _____
Action by Division of Mines	
Approved by: _____	Date: _____
Disapproved by: _____	Date: _____
Explanation: _____	
_____	
_____	

I, We, hereby agree to conform to all provisions of Chapter 1509 of the Ohio Revised Code, and to all rules and regulations issued by the Chief, Division of Oil and Gas.

Operator: Russell M. McConnell Inc.  
Per Russell M. McConnell Pres Title \_\_\_\_\_  
(Signature of Owner)  
Per \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of authorized agent)

A certified copy of appointment of agent must be attached.

P. O. Address: \_\_\_\_\_



Form 24, 2-68  
Revised

*Russell McConnell, Inc.*  
STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS

OFFICE ROUTE SLIP FOR PERMITS

County: *Ashtabula*

Permit No: *206 PB*

Date Initials

1. Affidavit of Ownership
2. Application
3. Plat
4. Fee Received
5. Bond or Financial Statement
6. Bond or Statement checked
7. Fee Posted
8. Location checked
9. Casing Program approved
10. Sent Div. of Mines
11. Returned - Div. of Mines
12. Entered - List of Wells
13. Permit issued
14. Permit mailed taken
15. Entered - Permit List
16. Post Audit Card and Fee Record Sheet
17. Data on Bond Card
18. Data posted to Operator's Control Sheet
19. Final Map Check

*4-15-68*  
*4-16-68*  
*Required*

*no appl on  
no permit  
required*

## TREATMENT REPORT

BWL-454-11 PRINTED IN U.S.A.

DOWELL DIVISION OF THE DOW CHEMICAL COMPANY

DATE 8-12-68

WELL NAME AND NUMBER

FRENCH-PAPP #1

LOCATION

Section #3

CUSTOMER REPRESENTATIVE

Jack Preston

TREATMENT NUMBER

1-16-5700

POOL

Wildcat

FORMATION

MEDINA

JOB DONE DOWN

TUBING CASING ANNULUS

A ☐ B ☒ C ☐

ALLOWABLE PRESSURE

TBC: CRG 3000

COUNTY

ASHLABULA

STATE

OHIO

TYPE OF WELL

OIL A ☐ GAS B ☒ WATER C ☐ INJ D ☐

TYPE OF SERVICE

31,290 gal WATER PAC

AGE OF WELL

NEW WELL A ☒ REWORK B ☐

TOTAL DEPTH

4052

CINC. DMT.

CUST. NAME

James I. Shearer

CASING SIZE

7

CASING DEPTH

4052

TUBING SIZE

TUBING DEPTH

ADDRESS

250 NEWPORT RD.

LINER SIZE

LINER DEPTH

PACER TYPE

PACER DEPTH

CITY

PCWNA

15717

REMARKS:

OPEN HOLE

CRG. DEPTH

TBC VOLUME

STATIC DMT.

PERFORATED INTERVALS

DEPTH	NO. OF HOLES	DEPTH	NO. OF HOLES	DEPTH	NO. OF HOLES
3963	12				
3968	1				
3984	23				
3995					

FOR CONVERSION PURPOSES 24 BBLs EQUALS 1000 GALLONS

ARRIVED ON LOCATION: 08:00 CHAINING UP

TIME	INJECTION		PRESSURE		SERVICE REMARKS
	RATE	BBLS IN	CYL	TBC	
9:30					ACID IN HOLE HOLE HALF LOADED PERFORATING
11:30					safety meeting
11:00					Test lines @ 2500 P.S.I. Loading Hole
12:09			2400		Breakdown with FRESH WATER
12:11	45	50	2350		sl. 20-40 SAND @ 1/2" PER GAL. Gelled WATER.
12:13	47	120	2350		" " " " " 1/2" " " " "
12:14	48	180	2350		" " " " " 1/2" " " " "
12:15.5	47	240	2200		" " " " " 2" " " " "
12:16.5	48	300	2100		Run 15-78 BALLS
12:17	49	325	2100		sl. 20-40 SAND @ 2 1/2" " " " "
12:18.5	50	390	2000		" " " " " 3" " " " "
12:20.5	49	480	2000		" " " " " 3 1/2" " " " "
12:22	48	550	2400		" " " " " 4" " " " "
12:23	45	585	2250		" 10-20 " " " 4" " " " "
12:24	48	645	2200		" " " " " 4 1/2" " " " "
12:26	48	750	2150		sl. Glass BEADS
12:27	48	790	2200		sl. Flush
12:31	47	960	2200		Treatment COMPLETE

TIME LEFT LOCATION	APPL. LIQUID INJ. RATE	ADJ. INJ. RATE/COILS IN	TOTAL FLUID PUMPED	PROPS AND LIQUIDS INJECTED		
16:00		46.6	1112	TYPE	SIZE OR PURCH.	AMOUNT
2400	2234	2200	1300	SAND	20-40	60,000
				"	10-20	20,000
				Glass BEADS	8-12	500
DOWELL LOCATION				DOWELL ENGINEER		
Corry PR				D. H. EROASMUN		
CALL BACK	DATE	CUSTOMER REP. CONTACTED	CUSTOMER CONSIDERED	SATISFACTORY	PROD. BEFORE TREATMENT	PROD. AFTER TREATMENT
			NEVER	UNKNOWN	TEST	ALLOWABLE
					TEST	ALLOWABLE



**DOWELL** DIVISION OF THE DOW CHEMICAL COMPANY

**CUSTOMER**

10 SERVICE AND  
11 INVOICE NUMBER

{ Please indicate on all remittances  
{ and send to: 1579 EAST 21 STREET  
TULSA, OKLAHOMA

**SERVICE ORDER  
RECEIPT AND INVOICE**

TERMS: NET 30 ADD LEGAL INTEREST THEREAFTER.

DATE 3-12-68	CUSTOMER ORDER NO. V-1000AL	SHIPPED VIA DOWELL	SERVICE FROM DOWELL STATION CORRY PA	OUTPOST --
WELL NAME AND NUMBER FREDICH. PROP. #1		LOCATION AND POOL SECTION 3 WOODCOAT		<b>FRANCHISING LICENSE FEE STATEMENT.</b> Must be signed ONLY if the franchising license fee does not apply because the franchising fund used in this treatment was either: 1. Unmineralized water or acid 2. Crude oil produced from the same formation in the same field as the well being treated <div style="border: 1px solid black; width: 100px; height: 30px; float: right; text-align: center;">EXEMPT GAL</div>
COUNTY, CITY (IF WITHIN CITY LIMITS) & STATE SOUTH BUCK OHIO		TYPE OF SERVICE 4000 GAL. WATER TREAT		
CUSTOMER'S NAME	JAMES L. SHEPHERD			
ADDRESS	250 "NEW FORD" RD.			
CITY, STATE AND ZIP CODE	CLAIRSVILLE PENNA 15717			
SERVICE INSTRUCTIONS				
CUSTOMER BY			AUTHORIZED AGENT SERVICE ORDER IMPORTANT: SEE OTHER SIDE FOR TERMS & CONDITIONS. I have read, understood and agreed to the terms and conditions printed on the reverse side hereto and represent that I have full authority to accept same and sign this order. CUSTOMER BY <i>[Signature]</i> AUTHORIZED AGENT	

[illegible]

**FRANCHISING LICENSE FEE STATEMENT:** Must be signed ONLY if the franchising license fee does not apply because the franchising fund used in this treatment was either:

1. Unfranchised water or acid.
2. Fluids oil produced from the same formation in the same field as the well being treated.

**CUSTOMER**  
BY \_\_\_\_\_

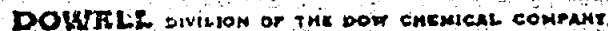
**AUTHORIZED AGENT**  
\_\_\_\_\_  
**SERVICE ORDER**

**IMPORTANT: SEE OTHER SIDE FOR TERMS & CONDITIONS**  
I have read, understood and agreed to the terms and conditions printed on the reverse side hereof and represent that I have full authority to accept same and sign this order.

**CUSTOMER**  
BY *[Signature]*

**AUTHORIZED AGENT**  
\_\_\_\_\_

675220



TREATMENT NO. 1-16-5700

DATE MARCH 12, 1968

**OWNER**

**WELL NAME AND NUMBER**

James I. Shearer

**French-Papp #1**

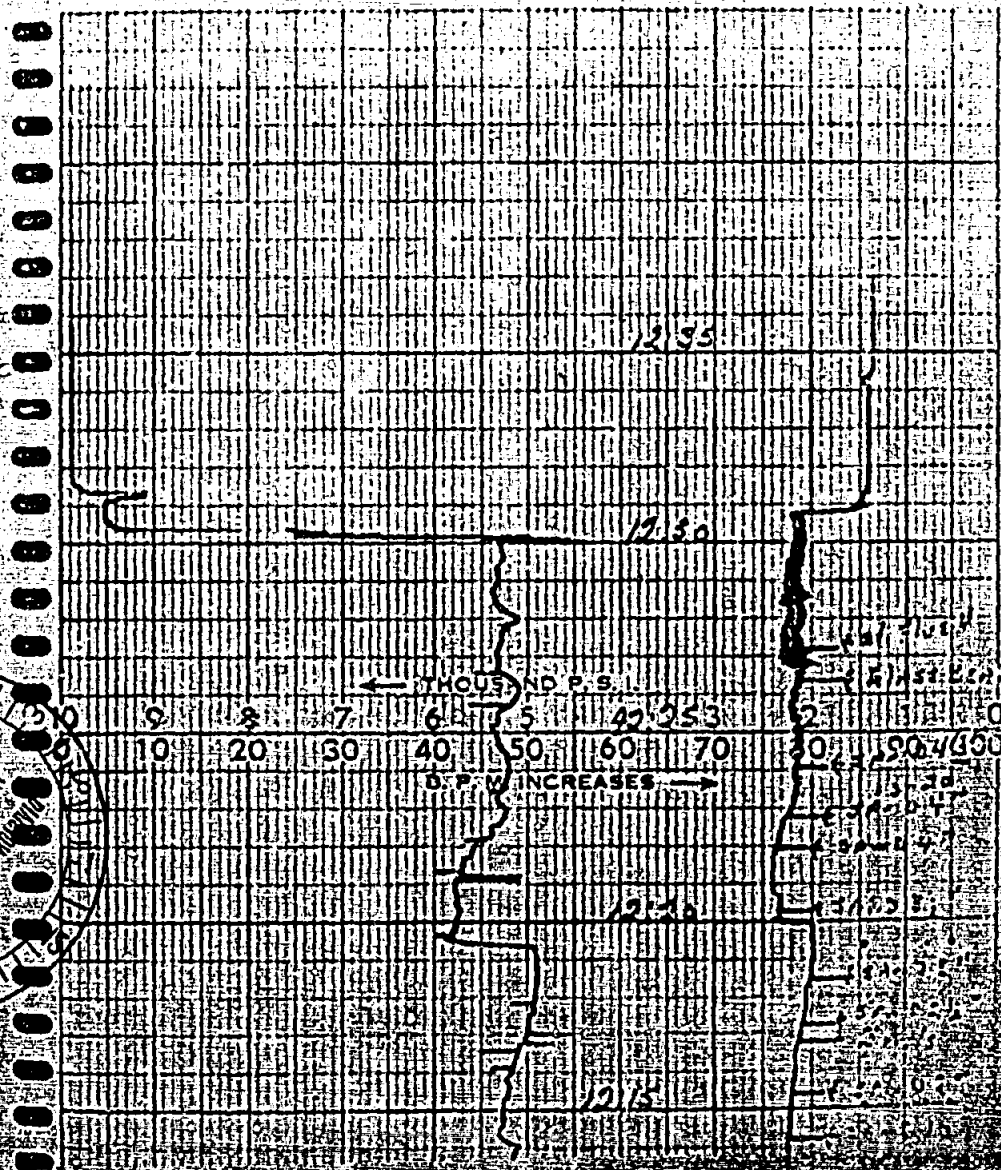
**OWNER'S REPRESENTATIVE**

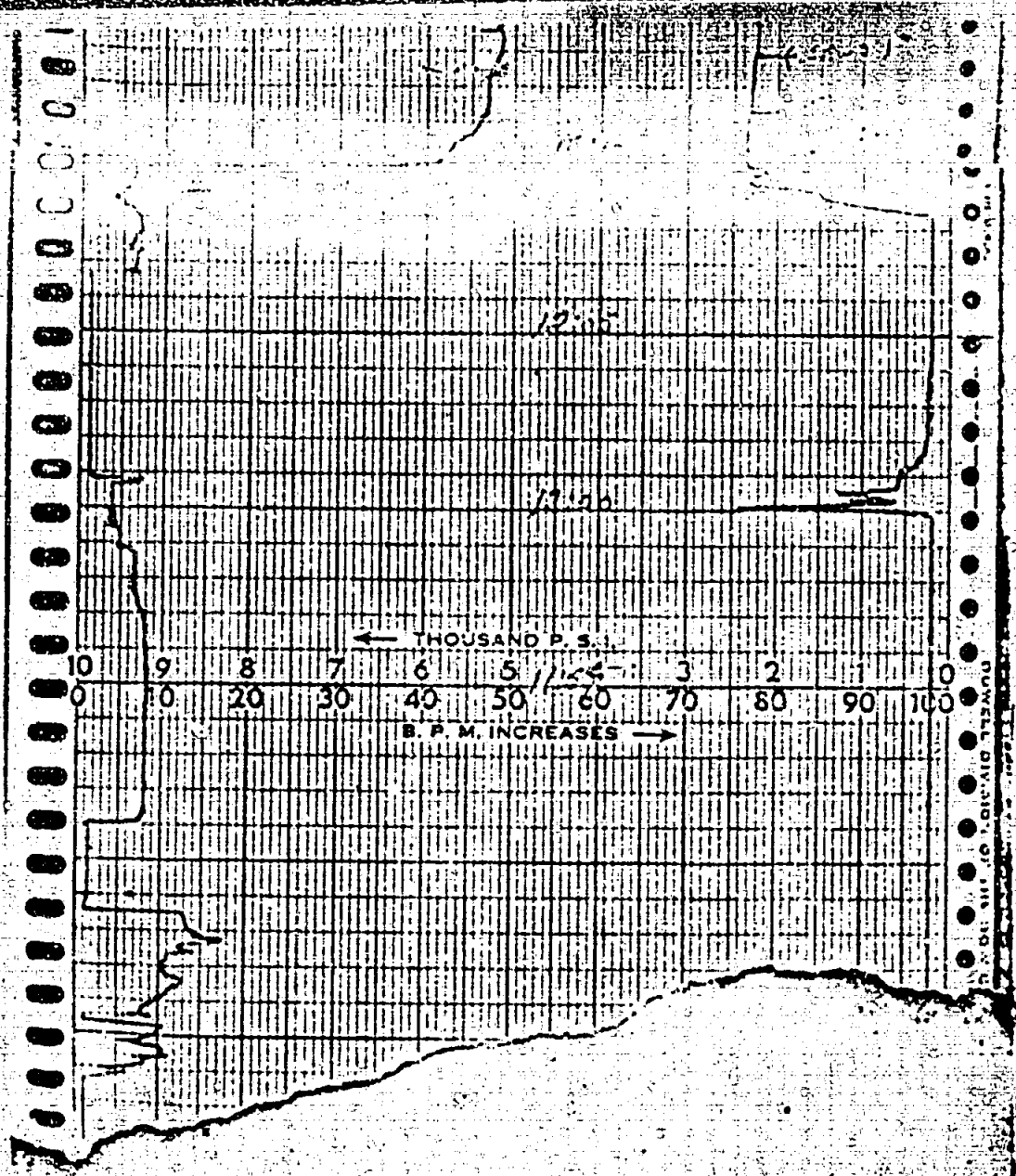
## SERVICE ENGINEER

**Mr. Jack Preston**

D. H. Crossman

**REMARKS:**







STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS

REQUEST FOR CHANGE OF OPERATOR/OWNER  
(No Fee Involved)

Date of Request: June 6, 1972

For use by Division of Oil and Gas

PERMIT NUMBER: 206

COUNTY: Ashtabula

PERMIT ISSUED: 4-25-67

ISSUED BY: \_\_\_\_\_

REMARKS: \_\_\_\_\_

I, We, JAMES DRILLING CORPORATION and Russell McConnell

(P. O. Address, including Zip Code) 250 NEWPORT RD, BLAIRSVILLE, PA 15717  
and P.O. Box 5, Dorset, Ohio 44032, RESPECTIVELY,

herby request that records on file with the Division of Oil and Gas, Department of

Natural Resources, State of Ohio, be amended to reflect the Change of Operator/Owner

of the oil and/or gas well described below.

1. Designation: \_\_\_\_\_ Permit Number 206PB;  
Well Number: 1; Property Owner: French & Papp;

2. Location:  
County: Ashtabula; Civil Township: Andover; Section: \_\_\_\_\_;  
Lot: 28; Quarter Township: \_\_\_\_\_; City Lot: \_\_\_\_\_ of  
City or Village: \_\_\_\_\_; Survey: \_\_\_\_\_; Allotment: \_\_\_\_\_

3. Former Operator:  
Name: Russell McConnell  
P. O. Address: P. O. Box 5  
Dorset, Ohio 44032

Date of Assignment to Current Operators: DECEMBER 10, 1967

This well (is) ~~to be~~ completed and currently <sup>is ready for</sup> production. ~~if a pipeline~~  
~~connection was available.~~

This request is to be accompanied by a true copy of the Assignment of Lease, Bill  
of Sale, or other document attesting to the change of operator rights.

4. Current Operator:  
Name: JAMES DRILLING CORPORATION, AGENT

P. O. Address: 250 NEWPORT RD., BLAIRSVILLE, PA 15717

DO NOT WRITE IN THIS SPACE ----- FOR DIVISION USE ONLY

Current Operator is in compliance with Section 1509.07, Ohio Revised Code, inasmuch  
as he (they) has a current bond or accepted financial statement on file with this  
Division yes Checked by: SKC Date 5-14-73

Well Completion Record (Sec. 1509.10) \_\_\_\_\_ Checked by: \_\_\_\_\_ Date: \_\_\_\_\_  
Electric Log (Sec. 1509.10) \_\_\_\_\_ Checked by: \_\_\_\_\_ Date: \_\_\_\_\_  
Radioactivity Log (Sec. 1509.10) \_\_\_\_\_ Checked by: \_\_\_\_\_ Date: \_\_\_\_\_  
Statement of Production (Sec. 1509.11) \_\_\_\_\_ Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

REMARKS: \_\_\_\_\_

FORMER OPERATOR:

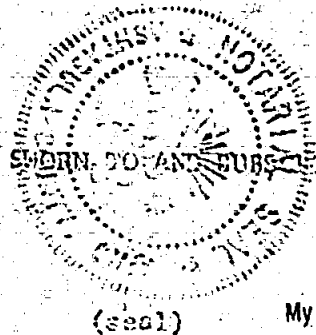
I, We, hereby agree to furnish any and all records and reports required by the Division of Oil and Gas for compliance with Chapter 1509, Revised Code, and all rules and regulations of that Division for the period ending on the date of assignment. It is understood that my liabilities for this well will not be terminated until I comply with the above.

OPERATOR: Russell McConnell

Per: Russell McConnell  
(Signature of Owner and Title)

STATE OF Ohio COUNTY OF Ashtabula : ss.

Russell McConnell (Former Operator) being first duly sworn by me, says that the information set forth herein is true and accurate.



Russell McConnell  
(Signature of Former Operator)

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10th DAY OF June, 19 72.

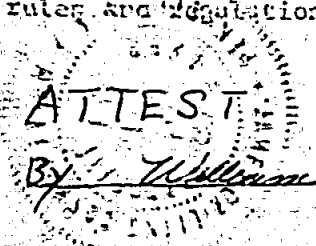
A. E. Splith, Notary Public

My Commission Expires June 11, 1973

A. E. Splith  
(Notary Public)

CURRENT OPERATOR:

The undersigned declares and says that he is the person who has the Operator rights to the aforementioned oil and/or gas well; that he has the right to appropriate the oil or gas that he produces therefrom either for himself or for others; and that he will comply with all provisions of Chapter 1509 of the Ohio Revised Code, and all rules and regulations issued by the Chief, Division of Oil and Gas.



ATTEST

By: William F. Long  
Secretary

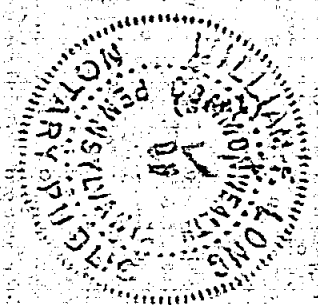
OPERATOR: James Drilling Corporation, Agent  
Per: James J. Shearer, Pres.  
(Signature of Owner and Title)

STATE OF Pennsylvania COUNTY OF Indiana : ss.

JAMES DRILLING CORPORATION (Current Operator) being first duly sworn by me, says that the information set forth herein is true and accurate.

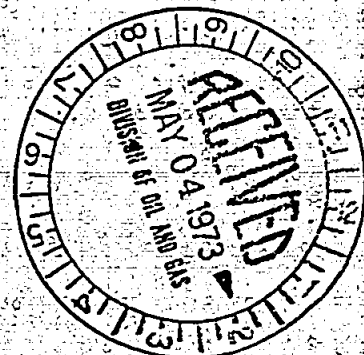
James Drilling Corporation, Agent  
by James J. Shearer, Pres.  
(Signature of Current Operator)

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12 TH DAY OF June, 19 72.



WILLIAM F. LONG, Notary Public  
Blairsville, Indiana County, Penna.  
My Commission Expires Dec. 31, 1972

William F. Long  
(Notary Public)





JOHN J. GILLIGAN  
GOVERNOR



WILLIAM B. NYE  
DIRECTOR

STATE OF OHIO

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF OIL AND GAS

1500 DUBLIN ROAD  
COLUMBUS 43215  
PHONE (614) 469-3990

June 6, 1972

Mr. Russell McConnell  
P. O. Box 5  
Dorset, Ohio 44032

RE: Permit No. 206 PB  
#1 French & Papp  
Ashtabula County  
Andover Township

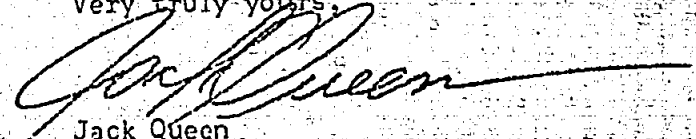
Dear Mr. McConnell:

Pursuant to our telephone conversation this date, we are enclosing our Form 33, Request for Change of Operator/Owner on the above captioned well.

Please execute former operator portion of form and forward to current operator for their execution.

If you have any questions, please feel free to contact this office.

Very truly yours,

  
Jack Queen  
Administrative Specialist  
Division of Oil and Gas

JQ:clm

Enclosure  
as stated

JOHN J. GILLIGAN  
GOVERNOR



WILLIAM B. NYE  
DIRECTOR

STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL AND GAS

1500 DUBLIN ROAD  
COLUMBUS 43215  
PHONE (614) 469-3990  
July 30, 1973

Mr. Russell McConnell  
P. O. Box 5  
Dorset, Ohio 44032

Re: Section 1509.10  
Ohio Revised Code

Gentlemen:

Your attention is directed to Section 1509.10, Ohio Revised Code, which states in part: "...Any person drilling within the state shall, within thirty days after the completion of the well, file with the division of oil and gas an accurate log. The form...required by this section shall be one which has been approved by the chief of the division of oil and gas and the chief of the division of geological survey...." Further, said section states: "...Any electric log, or radioactivity log, or other geophysical log, if made in connection with the well shall be filed with the division...."

An examination of the records of this division reveals that for the wells listed below we have not received the Well Completion Record, Form 8 and/or the mechanical log. If asterisked, the Well Completion Report, Form 8 was incomplete in the area(s) noted.

<u>PERMIT NO.</u>	<u>COUNTY</u>	<u>WELL NO.</u>	<u>LEASE</u>	<u>DATA REQUIRED</u>
206	Ashtabula	1	French & Papp	

You are hereby requested to furnish the required data within fifteen (15) days of the receipt of this letter.

Sincerely,

*G. Lyman Dawe*  
G. Lyman Dawe, Chief  
Division of Oil and Gas

GLD/rk

Encl: Well Completion Record, Form #8, 2 cy per well required.