

IN THE COMMON PLEAS COURT OF MORGAN COUNTY, OHIO

STATE OF OHIO, ex rel  
ANTHONY J. CELEBREZZE, JR.  
ATTORNEY GENERAL OF OHIO

Case No. CV-84-75

Plaintiff

AGREED ENTRY

-vs-

THE OXFORD OIL COMPANY, et al

Defendants

Now come Plaintiff the State of Ohio, Defendant The Oxford Oil Company, and Defendant J. William Straker, and stipulate and agree as follows:

1. That Defendant J. William Straker has incurred no individual liability with respect to each and every allegation set forth in Plaintiff's Complaint, and that, therefore, he shall be dismissed from this action with prejudice.

2. That Defendant The Oxford Oil Company disposed into the annulus of the Porter #1 Well salt water which originated from a well not on the same lease as the Porter #1 Well and was transported to the well by tank truck.

3. That Defendant The Oxford Oil Company utilized a system for the annular disposal of salt water on the Porter #1 Well which was not air tight.

4. That Defendant The Oxford Oil Company failed to file an annual report with the Chief of the Division of Oil and Gas, Department of Natural Resources of the State of Ohio, as to the total volume of fluid injected during 1983 into the Porter #1 Well.

The Court upon due consideration of the stipulations and agreement of all parties properly before this Court incorporated them in its decree herein and finds that the allegations of the Complaint with respect to The Oxford Oil Company are true and correct and judgment is thereby rendered herein for the Plaintiff against the Defendant The Oxford Oil Company with respect to each and every allegation set forth in the Complaint. As a result this Court ORDERS that Defendant The Oxford Oil Company shall pay to Plaintiff the sum of Two

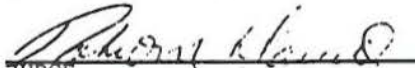
(A-27-B.143)

Thousand Dollars (\$2,000) for any and all liability incurred from the allegations set forth in Count One of the Complaint in accordance with Section 1509.33 of the Ohio Revised Code; that Defendant The Oxford Oil Company shall pay to Plaintiff the sum of Five Hundred Dollars (\$500) for any and all liability incurred from the allegations set forth in Count Two of the Complaint in accordance with Section 1509.33 of the Ohio Revised Code; and that Defendant The Oxford Oil Company shall pay to Plaintiff the sum of Five Hundred Dollars (\$500) for any and all liability incurred from the allegations set forth in Count Three of the Complaint in accordance with Section 1509.33 of the Ohio Revised Code.

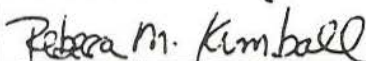
It is FURTHER ORDERED that Defendant J. William Straker be dismissed with prejudice.


It is FURTHER ORDERED that Defendant The Oxford Oil Company be permanently enjoined from disposing salt water in the annulus of the Porter #1 Well which has not originated from a well on that lease and from utilizing any system for the annular disposal of salt water on the Porter #1 Well which is not air tight. Court costs shall be borne by Defendant The Oxford Oil Company and each party shall bear its own attorney's fees.

It is hereby ORDERED, ADJUDGED AND DECREED.

  
JUDGE

APPROVED:

  
Rebecca M. Kimball  
Assistant Attorney General  
Attorney for Plaintiff

  
William Taylor  
Attorney for Defendants  
The Oxford Oil Company and  
J. William Straker  
KINCAID, CULTICE & GEYER  
50 North Fourth Street  
P.O. Box 1307  
Zanesville, Ohio 43701

