

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS
Case No. DOG-1-2013

IN RE: **PETITION OF ROBERT HILL and BONNIE BERGSTROM**
 FOR THE INTEGRATION OF INTERESTS IN THE SCHRIEFER
 HEIRS LEASE LOCATED IN SECTION 18, TOWNSHIP
 7 SOUTH, RANGE 12 WEST, POSEY COUNTY, INDIANA.

PETITION FOR THE INTEGRATION OF INTERESTS

COMES NOW, Robert Hill, as operator and co-lessee, and Bonnie Bergstrom, as co-lessee, (hereinafter collectively referred to as "Petitioner"), by their attorney, Stephen T. Link, and pursuant to IC 14-37-9-1 and other applicable laws enacted by the State of Indiana to prevent waste and to avoid the drilling of unnecessary wells, respectfully petitions the Department of Natural Resources, Division of Oil and Gas (the "Division"), to require the integration of all interests in the oil, gas and associated hydrocarbons in and under part of Section 18, Township 7 South, Range 12 West, Posey County, Indiana, to develop the same as a single lease. The unleased interests subject to this Petition are described in Exhibit A ("Separately Owned Interests"). The Separately Owned Interests are owned by the following parties ("Non-Consenting Mineral Owners"):

Ruth M. Luke or her unknown successors
Dale Coffey or his unknown successors
Dean Coffey or his unknown successors
Duane Coffey or his unknown successors
Wesley Schriefer or his unknown successors
Katherine Nolte or her unknown successors
Edward Wilsman or his unknown successors
Carrie Wilson or her unknown successors

In support thereof, Petitioner states as follows and submits and incorporates the following Exhibits:

Exhibit A: Legal Description of Separately Owned Interests
Exhibit B: Oil and Gas Lease Form Utilized in Project Area
Exhibit C: Division of Ownership Interest
Exhibit D: Summary of Location Attempts

1. Petitioner is the owner of the entire surface estate as to the Southwest Quarter of the Southeast Quarter and a strip of land 1 rod wide off the North side of the North Half of the Southeast Quarter of the Southeast Quarter of Section 18, Township 7 South, Range 12 West, containing 46 acres, more or less (the "Subject Lands").

2. The Subject Lands were previously leased for oil and gas production by various Schriefer Heirs, the severed mineral owners, to Petitioner's father, William E. Hill, by leases dated

RECEIVED
FEB 14 2013

February 1, 1955, with a primary term of one (1) year. Productive wells were drilled thereon during the primary term and such lease continued to be operated and to produce oil until March 16, 1999. Over the course of the 44 year productive life of the original leases, many of the small, fractionalized royalty owners died and their heirs or devisees failed to establish legal succession, and others became unlocatable for various other reasons, such that by the time production ceased the crude oil purchaser, Farm Bureau Oil Company (now Countrymark Refining & Logistics, LLC), carried many of the small royalty interests in suspense on their records, subject to escheat.

3. Petitioner was able to locate and re-lease the majority of the former royalty owners (or their successors or assigns) and currently owns valid and operative Oil and Gas Leases ("Operative Leases") covering an undivided 590/720ths or 81.94 % of the oil, gas and associated hydrocarbons underlying the Subject Lands. Two wells located on the Subject Lands, Schrieffer (sic) Heirs #1 (Permit #17183) and Schrieffer (sic) Heirs #4 (Permit #36315), have been re-permitted in the name of Petitioner Robert Hill and are currently equipped and operable and capable of producing oil in paying quantities.
4. Ownership information pertaining to the Subject Lands is set out in Exhibit C.
5. The Separately Owned Interests are situated so as to constitute an integral and necessary part of the established drilling units affecting the Subject Lands as described in I.C. 14-37-9-1 et seq. and 312 IAC 16-1-1 et seq.
6. The typical Operative Lease contains terms which are standard in the industry and commonly utilized in the project area, including a royalty rate of one-eighth (1/8th). Landowners in the general vicinity of the Subject Lands are customarily compensated with a lease-signing bonus, and Petitioner is prepared to pay to any currently unlocatable Non-Consenting Mineral Owner who is hereafter located such lease bonus as to the Division seems just and reasonable. The typical Operative Lease contains a primary term of fourteen (14) months, but it is submitted that any primary term will suffice for Petitioner's purposes as the lease is currently operable.
7. Oil and other hydrocarbons are reasonably believed to underlie the Subject Lands. It is also reasonably believed that oil and other hydrocarbons can be economically produced by drilling and operating wells on the Subject Lands.
8. Petitioner has diligently but unsuccessfully attempted to identify and locate the Non-Consenting Mineral Owners in an attempt to obtain an Oil and Gas Lease covering the Subject Lands from them or to obtain their consent to voluntarily integrate their interests with the Operative Leases. A report summarizing said attempts is set out in Exhibit D.
9. Petitioner now desires to exercise its rights granted under the Operative Leases to explore for and produce oil and other hydrocarbons thereunder. Petitioner is being prevented from economically doing so by the existence of the Separately Owned Interests.

10. Petitioner is prepared to pay all costs associated with the drilling and abandonment of any new well or wells in the event the same are found to be dry holes.
11. Petitioner intends to produce oil and other hydrocarbons from the Subject Lands. Detailed plans concerning management and costs of re-establishing production and of drilling and completion of new wells, and operation of said wells, can be provided to all persons desiring to participate in drilling and operation, should the Division so order.
12. The typical Operative Lease provides for a one-eighth (1/8) royalty and further provides that in the event that an individual lessor owns less than 100% of the oil and gas, then the royalties to be paid to that lessor shall be reduced proportionately. Production should be allocated and disbursed to the Non-Consenting Mineral Owners on that same basis. Exhibit C reflects such a result.
13. No surface issues are relevant since the Non-Consenting Mineral Owners are severed mineral owners, with no interest in the surface.
14. If the Division does not require the integration of the Separately Owned Interests in the Subject Lands, the oil and other hydrocarbons thereunder cannot be economically and efficiently extracted, correlative rights cannot be protected and waste will occur.
15. The Division has the right and power, pursuant to the provisions of IC 14-37-9-1 et seq., to require such integration upon reasonable terms.

WHEREFORE, Petitioner respectfully moves the Division, after any such notice and hearing as may be required by law, to issue an "Order for the Integration of Interests" to effectuate the following:

- A. Integrate the Separately Owned Interests with all other leased interests in the Subject Lands as royalty owners upon the terms and conditions specified in the typical Operative Lease or on such other basis as to the Division is just and reasonable;
- B. Designate Petitioner as the operator of the Subject Lands for the development and operation thereof; and
- C. Implement any further terms and provisions in accordance with the law of the State of Indiana that the Division may, in its discretion, deem desirable and proper.

Respectfully submitted,

ROBERT HILL and BONNIE BERGSTROM

By: Stephen T. Link
Stephen T. Link, #9890-82, for Petitioner
1033 Mt. Pleasant Rd., Suite H
Evansville, Indiana 47725

Date: February 12, 2013

Phone: (812) 423-8061

Exhibit A

Description of Subject Lands:

Southwest Quarter of the Southeast Quarter and a strip of land 1 rod wide off the North side of the North Half of the Southeast Quarter of the Southeast Quarter of Section 18, Township 7 South, Range 12 West, containing 46 acres, more or less, Posey County, Indiana.

Description of Separately Owned Interests in the Subject Lands:

| | |
|--|------------------------------------|
| Ruth M. Luke or her unknown successors | Undivided 4/720ths of oil and gas |
| Dale Coffey or his unknown successors | Undivided 4/720ths of oil and gas |
| Dean Coffey or his unknown successors | Undivided 4/720ths of oil and gas |
| Duane Coffey or his unknown successors | Undivided 4/720ths of oil and gas |
| Wesley Schriefer or his unknown successors | Undivided 20/720ths of oil and gas |
| Katherine Nolte or her unknown successors | Undivided 30/720ths of oil and gas |
| Edward Wilsman or his unknown successors | Undivided 24/720ths of oil and gas |
| Carrie Wilson or her unknown successors | Undivided 40/720ths of oil and gas |

Exhibit B
OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of November, 2007 by and between

Victor V. Schriefer, Jr. hereinafter called
lessor (whether one or more), and Robert R. Hill of Mt. Vernon, Indiana hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of One & 00/100 DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, promised, leased, and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Posey, State of Indiana, described as follows, to-wit:

The Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section 18, Township 7 South, Range 12 West, containing 40 acres, more or less. Also a strip of land one (1) rod in width off of the North side of the North Half of the Southeast Quarter of the Southeast Quarter of Section Eighteen (18) - Township (7) South - Range (12) West.

IT IS AGREED that this lease shall remain in force for a term of 14 MONTHS from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by lessee. In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline, a royalty of one-eighth (1/8) payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one eighth (1/8) of the proceeds, payable quarterly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 31st day of December 2008, this lease shall terminate as to both parties. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe line below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owners bears to the entire leased acreage.

Lessor hereby warrants and agrees to defend the title to the said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof, and the undersigned lessors, for themselves, their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF WE SIGN, the date first above written:

Victor V. Schriefer, Jr. (SEAL) (SEAL)
VICTOR V. SCHRIEFER, JR. (SEAL) (SEAL)
(SEAL) (SEAL)

This instrument was prepared by Robert R. Hill.

Exhibit C

Division Order Distribution

Royalty Interest

| | | |
|--|--------------------|------------|
| Victor V. Schriefer, Jr. | 60/720 x 1/8 | .010 417 |
| Ellen Hayden, for life, thereafter to Sandra C. Wooten, Marcia A. Kessler and David R. Webster, in equal shares, as tenants in common | 43/720 x 1/8 | .007 465 |
| Sandra C. Wooten | 43/720 x 1/8 | .007 465 |
| Marcia A. Kessler | 43/720 x 1/8 | .007 465 |
| David R. Webster | 43/720 x 1/8 | .007 465 |
| Clinton Nolte | 30/720 x 1/8 | .005 209 |
| Georgia McKinney | 30/720 x 1/8 | .005 208 |
| Georgia Richards | 40/720 x 1/8 | .006 944 |
| James T. Gaines | 20/720 x 1/8 | .003 472 |
| Kim Rosenburgh | 20/720 x 1/8 | .003 472 |
| Jack William Huber | 10/720 x 1/8 | .001 736 |
| Mary Arlene Huber | 10/720 x 1/8 | .001 736 |
| Jeanne Bates | 8/720 x 1/8 | .001 389 |
| John Wilsman | 8/720 x 1/8 | .001 389 |
| James F. Wilsman | 8/720 x 1/8 | .001 389 |
| Calvin Coffey | 2/720 x 1/8 | .000 347 |
| Nancy Bond | 2/720 x 1/8 | .000 347 |
| Judith A. Rickard | 15/720 x 1/8 | .002 604 |
| Terry Lee Rickard | 15/720 x 1/8 | .002 604 |
| Margaret S. Perry | 20/720 x 1/5 | .005 556 |
| Ruth Schriefer | 20/720 x 1/5 | .005 556 |
| Allen M. Schriefer | 20/720 x 1/5 | .005 556 |
| Bethel Rose Schriefer Schwartz | 20/720 x 1/5 | .005 556 |
| Kash Bradley Schriefer | 1/3 x 20/720 x 1/5 | .001 852 |
| Kip Valery Schriefer | 1/3 x 20/720 x 1/5 | .001 852 |
| Vicki Schriefer Cormier | 1/3 x 20/720 x 1/5 | .001 852 |
| Carolyn Farley, for life, thereafter to Mandy Townsend | 1/3 x 20/720 x 1/8 | .001 157 |
| Mandy Townsend | 2/3 x 20/720 x 1/8 | .002 315 |
| Susan M. Stout | 1/2 x 20/720 x 1/8 | .001 736 |
| Richard G. Schweikhart | 1/2 x 20/720 x 1/8 | .001 736 |
| Ruth M. Luke or successors | 4/720 x 1/8 | .000 695 - |
| Dale Coffey or successors | 4/720 x 1/8 | .000 695 - |
| Dean Coffey or successors | 4/720 x 1/8 | .000 694 |
| Duane Coffey or successors | 4/720 x 1/8 | .000 694 - |
| Wesley Schriefer or successors | 20/720 x 1/8 | .003 472 |

| | | |
|-------------------------------|---------------------|----------|
| Katherine Nolte or successors | $30/720 \times 1/8$ | .005 208 |
| Edward Wilsman or successors | $24/720 \times 1/8$ | .004 167 |
| Carrie Wilson or successors | $40/720 \times 1/8$ | .006 944 |

Overriding Royalty Interest

| | | |
|----------------------|-------------------|----------|
| Lynx Resources, Ltd. | $1/32 \times 7/8$ | .027 344 |
|----------------------|-------------------|----------|

Working Interest

| | | |
|----------------|--------------------------------------|----------|
| Robert R. Hill | $1/2 \times 4/5 \times 100/720$ | .418 620 |
| | Plus $1/2 \times 7/8 \times 620/720$ | |
| | Less $1/2 \times 1/32 \times 7/8$ | |

| | | |
|---------------------|--------------------------------------|-----------------|
| Bonnie M. Bergstrom | $1/2 \times 4/5 \times 100/720$ | <u>.418 620</u> |
| | Plus $1/2 \times 7/8 \times 620/720$ | |
| | Less $1/2 \times 1/32 \times 7/8$ | |

| | | |
|-------|--|-----------|
| TOTAL | | 1.000 000 |
|-------|--|-----------|

Exhibit D

Summary of Location Attempts

Ruth M. Luke or her unknown successors: As of March 16, 1999, the date of last oil sale from the previous lease, this interest was in suspense with the crude oil buyer, with no known address for Ruth M. Luke. Petitioners commissioned a search of the Offices of the Recorder, Clerk, Assessor and Auditor of Posey County, Indiana and no conveyances, estate proceedings or tax records were reported concerning this owner. Petitioner was able to locate a niece and nephew of the owner and learned that she died in 1990 in California. Petitioner then searched the nation-wide public records and data source reports utilizing commercially available sources and data bases through ancestry.com, LexisNexis and WhitePages.com, which services included, among others, checks as to former addresses, corporate affiliations, professional licenses, voter registration, marriage and divorce, death records, possible relatives and former and current neighbors. These searches were not successful in locating Ms. Luke's successors.

Dale Coffey or his unknown successors: As of March 16, 1999, the date of last oil sale from the previous lease, this interest was in suspense with the crude oil buyer, with no known address for Dale Coffey. Petitioners commissioned a search of the Offices of the Recorder, Clerk, Assessor and Auditor of Posey County, Indiana and no conveyances, estate proceedings or tax records were reported concerning this owner. Petitioner was able to locate a niece and nephew of the owner and learned that he died in 1981 in the state of Washington. Petitioner then searched the nation-wide public records and data source reports utilizing commercially available sources and data bases through ancestry.com, LexisNexis and WhitePages.com, which services included, among others, checks as to former addresses, corporate affiliations, professional licenses, voter registration, marriage and divorce, death records, possible relatives and former and current neighbors. Nothing was revealed by these searches, and related follow up of leads, as to the successors to Dale Coffey.

Dean Coffey or his unknown successors: As of March 16, 1999, the date of last oil sale from the previous lease, this interest was in suspense with the crude oil buyer, with no known address for Dale Coffey. Petitioners commissioned a search of the Offices of the Recorder, Clerk, Assessor and Auditor of Posey County, Indiana and no conveyances, estate proceedings or tax records were reported concerning this owner. Petitioner was able to locate a niece and nephew of the owner and learned that he died in 2003 in California. Petitioner then searched the public records and data source reports utilizing commercially available sources and data bases through ancestry.com, LexisNexis and WhitePages.com, which services included, among others, checks as to former addresses, corporate affiliations, professional licenses, voter registration, marriage and divorce, death records, possible relatives and former and current neighbors. These searches were unsuccessful in providing current information on this owner's successors.

Duane Coffey or his unknown successors: As of March 16, 1999, the date of last oil sale from the previous lease, this interest was in suspense with the crude oil buyer, with no known address

for Duane Coffey. Petitioners commissioned a search of the Offices of the Recorder, Clerk, Assessor and Auditor of Posey County, Indiana and no conveyances, estate proceedings or tax records were reported concerning this owner. Petitioner was able to locate a niece and nephew of the owner and learned that he died in 1968 in California. Petitioner then searched the public records and data source reports utilizing commercially available sources and data bases through ancestry.com, LexisNexis and WhitePages.com, which services included, among others, checks as to former addresses, corporate affiliations, professional licenses, voter registration, marriage and divorce, death records, possible relatives and former and current neighbors. No further current information was disclosed by these searches and related follow-ups.

Wesley Schriefer or his unknown successors: As of March 16, 1999, the date of last oil sale from the previous lease, this interest was in suspense (title issue) with the crude oil buyer, with a last known address for Wesley Schriefer of P.O. Box 57, Erath, Louisiana. Petitioners traveled to Louisiana and interviewed Mr. Schriefer's brother and other relatives. They also corresponded with the attorneys for Mr. Schriefer's estate, Funderburk and Herpin in Abbeville, Louisiana. They obtained a Small Succession Affidavit concerning Mr. Schriefer's succession under Louisiana law, which disclosed that he died without a will on May 30, 1997, having no children, natural or adopted, and that he was survived by his widow, Wanda Schriefer, as his sole heir under Indiana law. Petitioners were informed that the widow had moved from the area shortly after Mr. Schriefer's demise, and the family had lost track of her. Petitioners commissioned a search of the Offices of the Recorder, Clerk, Assessor and Auditor of Posey County, Indiana and no conveyances, estate proceedings or tax records were reported concerning this Wanda Schriefer. Petitioner then searched the public records and data source reports utilizing commercially available sources and data bases through ancestry.com, LexisNexis and WhitePages.com, which services included, among others, checks as to former addresses, corporate affiliations, professional licenses, voter registration, marriage and divorce, death records, possible relatives and former and current neighbors. Leads generated were followed up on without success.

Katherine Nolte or her unknown successors: As of March 16, 1999, the date of last oil sale from the previous lease, this interest was in suspense (no current valid address) with the crude oil buyer, with a last known partial address for Katherine Nolte of Route 1, Versailles, Indiana. Petitioners were able to locate the former brother-in-law of Mrs. Nolte who informed Petitioners that Mrs. Nolte's husband, Wesley Nolte, pre-deceased her, that they had no children and that she had re-located to Kentucky following her husband's death. He also reported that she died about the year 2003. Petitioners commissioned a search of the Offices of the Recorder, Clerk, Assessor and Auditor of Posey County, Indiana and no conveyances, estate proceedings or tax records were reported concerning this owner. Petitioner then searched the public records and data source reports utilizing commercially available sources and data bases through ancestry.com, LexisNexis and WhitePages.com, which services included, among others, checks as to former addresses, corporate affiliations, professional licenses, voter registration, marriage and divorce, death records, possible relatives and former and current neighbors. Leads generated by such searches were followed up without success.

Edward Wilsman or his unknown successors: As of March 16, 1999, the date of last oil sale from the previous lease, this interest was in suspense (owner deceased) with the crude oil buyer, with a last known partial address for Edward Wilsman of C/O Elizabeth Wilsman, Hanover, Kansas. Petitioners commissioned a search of the Offices of the Recorder, Clerk, Assessor and Auditor of Posey County, Indiana and no conveyances, estate proceedings or tax records were reported concerning this owner. Petitioner then searched the public records and data source reports utilizing commercially available sources and data bases through ancestry.com, LexisNexis and WhitePages.com, which services included, among others, checks as to former addresses, corporate affiliations, professional licenses, voter registration, marriage and divorce, death records, possible relatives and former and current neighbors. Such search revealed only a U.S. Public Records Index listing for James F. Wilsman at 1605 M St., Franklin, Nebraska. Leads generated were followed up without success.

Carrie Wilson or her unknown successors: As of March 16, 1999, the date of last oil sale from the previous lease, this interest was in suspense (owner deceased) with the crude oil buyer, with a last known address for Carrie Wilson of 4100 E. Fletcher Ave., Apt. 416, Tampa, Florida.. Petitioners commissioned a search of the Offices of the Recorder, Clerk, Assessor and Auditor of Posey County, Indiana and no conveyances, estate proceedings or tax records were reported concerning this owner. Petitioner then searched the public records and data source reports utilizing commercially available sources and data bases through ancestry.com, LexisNexis and WhitePages.com, which services included, among others, checks as to former addresses, corporate affiliations, professional licenses, voter registration, marriage and divorce, death records, possible relatives and former and current neighbors. Leads generated were followed up without success.