

**BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA**

APPLICANT: SANGUINE GAS EXPLORATION, )  
L.L.C. )  
 ) CAUSE CD No. 201700664  
REQUESTED: POOLING (PART OF A )  
MULTIUNIT) )  
 ) ORDER NO. **671367**  
LEGAL DESCRIPTION: SECTION 22, )  
TOWNSHIP 7 NORTH, RANGE 18 EAST, )  
PITTSBURG COUNTY, OKLAHOMA )

**ORDER OF THE COMMISSION****Administrative Law Judge; Date and Place of Hearing:**

This Cause came on for hearing before Michael Norris, Administrative Law Judge for the Corporation Commission of the State of Oklahoma, on the 21<sup>st</sup> day of June, 2017, at 8:30 a.m., Jim Thorpe Building, Oklahoma City, Oklahoma, for the purpose of hearing, taking testimony, and reporting findings and recommendations to the Commission.

Pursuant to Order No. 670892, this cause was reopened on the 28<sup>th</sup> day of November, 2017, to designate Red Mountain Operating, LLC, as operator of the well to be drilled pursuant to the order to issue herein, and to provide that elections under said order are to be made to Red Mountain Energy, LLC.

**Appearances:**

Eric R. King, Attorney, appeared for the Applicant, Red Mountain Energy, LLC, successor to the interest of Sanguine Gas Exploration, L.L.C.; Richard Books, Attorney, appeared for Chesapeake Operating, LLC and Chesapeake Exploration, LLC; Ronald M. Barnes and Grayson Barnes, Attorney, appeared for Bravo Arkoma, LLC; and Karl F. Hirsch, Attorney, appeared for Castlerock Resources, Inc.; Benjamin J. Brown, Attorney, appeared for Samson Energy, LLC and Charles Schusterman Enterprises; and Gregory L. Mahaffey, Attorney, appeared for ZZ Energy Ventures, LLC.

All protestants withdrew their protests.

**FINDINGS****Relief Requested:**

1. This is an Application by Red Mountain Energy, LLC, successor to the interest of Sanguine Gas Exploration, L.L.C. ("Applicant"), for an order pooling the interests and adjudicating the rights and equities of oil and gas owners in the Mississippian, Woodford and Hunton common sources of supply underlying all of Section 22, Township 7 North, Range 18 East, Pittsburg County, Oklahoma. The name and address of each party being made a respondent to this application is as shown on Exhibit "A" attached hereto and made a part hereof.

If any named natural person is deceased, then the known or unknown heirs, executors, administrators, devisees, trustees and assigns, both immediate and remote, of any such deceased individual are made respondents herein. If any named respondent is a corporation, which does not continue to have legal existence and if any such corporation is dissolved, then the known or unknown successors, trustees and assigns, if any, both immediate and remote, of any such dissolved corporation are made respondents herein. Each of the named entities which is an unincorporated association is made a respondent if it continues to have legal existence and if any such unincorporated association is dissolved or otherwise not in existence, then the known or unknown successors, trustees and assigns, both immediate and remote, of any such dissolved unincorporated association are made a respondent herein. Any party designated as an executor or personal representative is made a respondent if presently acting in such capacity as such executor or personal representative, and if such party is not presently acting in such capacity as executor or personal representative, then the known or unknown successor or successors to such executor or personal representative are made respondents herein.

**Jurisdiction and Notice:**

2. Applicant is a proper party and that the Commission has jurisdiction over the subject matter herein. Notice of the filing of the application herein and of the time, date and place of the hearing thereon was duly and properly given in all respects as required by law and the rules of the Commission. The Administrative Law Judge has examined the notices by publication, the publishers' affidavits of publication thereof, and the affidavits of mailing. The Administrative Law Judge conducted a judicial and adjudicative inquiry into the sufficiency of the applicant's search to determine the names and whereabouts of the respondents who were served herein by publication, and based on the evidence adduced, the Commission finds that Applicant and the Commission officials have exercised due diligence and have conducted a meaningful search of all reasonably available sources at hand to ascertain the whereabouts of those entitled to notice but who were served solely by publication. The Commission approves the publication service given herein as meeting statutory requirements and the minimum standards of state and federal due process so that notice has been given in all respects as required by law and the rules of the Commission.

3. The Applicant/Operator has a current plugging agreement and surety or a financial statement on file with the Commission, as required by law and by the rules of the Commission.

**Spacing:**

4. Heretofore, the Commission has established a horizontal 640-acre drilling and spacing unit for the Mississippian and Hunton common sources of supply by Order No. 665592 underlying all of Section 22, Township 7 North, Range 18 East, Pittsburg County, Oklahoma.

5. Heretofore, the Commission has established a horizontal 640-acre drilling and spacing unit for the Woodford common source of supply by Order No. 665592 underlying all of Section 22, Township 7 North, Range 18 East, Pittsburg County, Oklahoma.

**Granting of Relief and Rationale:**

6. The Applicant is the owner of the right to drill a well to the Mississippian, Woodford and Hunton common sources of supply underlying all of Section 22, Township 7 North, Range 18 East, Pittsburg County, Oklahoma, by virtue of valid and subsisting oil and gas leases owned by the Applicant.

7. Applicant has not agreed with all of the owners subject hereto to pool their interests and to develop said unit as a drilling and spacing unit.

8. That Applicant has named herein the Mississippian, Woodford and Hunton common sources of supply. The initial unit well is proposed as a multiunit horizontal well which will target a Shale Reservoir within the Woodford common source of supply. As a result, The Applicant proposes the establishment of three (3) separate pooled units. The first of those units, and that to be first developed by the initial multiunit horizontal well, will be denominated as the "Woodford Unit." That unit will consist of the Woodford common source of supply. That common source of supply is possessed of a Shale Reservoir. The Mississippian common source of supply sits immediately above the Woodford common source of supply and the Hunton common sources of supply sits immediately below the Woodford common source of supply in Section 22. Therefore, the Woodford Unit will also incorporate the Mississippian common source of supply and the Hunton common source of supply as adjacent common sources of supply, but only for the purpose of inadvertent penetration during the drilling of a lateral targeting the Shale Reservoir in the Woodford common source of supply.

The second pooled unit will be denominated as the "Mississippian Unit." That second pooled unit will consist of the Mississippian common source of supply; and, the Woodford common source of supply as an adjacent common source of supply but only for the purpose of inadvertent penetration during the drilling of a lateral targeting the Mississippian common source of supply. The Applicant is actively evaluating the Mississippian common source of supply for the drilling of horizontal wells. There is ongoing development of both the Woodford and Mississippian common sources of supply in this area.

The third pooled unit will be denominated as the "Hunton Unit." That third pooled unit will consist of the Hunton common source of supply. The Applicant is actively evaluating the Hunton common source of supply for the drilling of horizontal wells. There is ongoing development of both the Woodford and Hunton common sources of supply in this area.

9. **The owners subject to this order will be afforded the opportunity for separate elections as between the Woodford, Mississippian and Hunton Units. Provided, however, the order should also provide to any such owner the ability to expressly waive their right to such separate elections in exchange for the payment of what will be defined below as the full cash bonus payment alternatives to be afforded such owners hereunder.** Assuming an owner chooses to exercise the right to separate elections, an election not to participate in the development of the Woodford Unit will not deprive such owner of the opportunity to participate in the subsequent development of the Mississippian or Hunton Units.

In addition, there will be an allocation of the cash bonus alternatives to be provided herein as more fully described below.

10. The Applicant put on evidence of a fair method for allocating the cash bonus recommended as fair market value for the potential relinquishment of working interests in the Woodford Unit, Mississippian Unit, and a possible Hunton Unit. In this area, the Woodford common sources of supply is the more prolific producer of gas. There are multiple intervals within that common source of supply with the potential for production. The Mississippian common source of supply is being developed in this area as well, but currently the production from that common source of supply is not as good as that experienced in the Woodford. In addition, the number of wells drilled, or being drilled, in the Woodford is larger than the number of wells being drilled in the Mississippian. That engineering testimony of the Applicant showed that he analyzed all horizontal production in Pittsburg County and for allocation purposes the allocated value to each of the three (3) pooled common sources of supply as a percentage of the total production in Pittsburg County, including common sources of supply uphole that are not part of this pooling to determine a percentage value for all formations that have ever been produced in Pittsburg County. Accordingly, the Applicant recommended that an owner may choose the right to a separate election. Provided, as noted above each owner shall be given the opportunity to expressly waive their right to a separate election and elect to be paid the full bonus consideration. In that event, such owners shall be deemed to relinquish all of their working interest in the Woodford, Mississippian, and Hunton common sources of supply to the Applicant.

11. Applicant proposes to drill a drilling and spacing unit well so as to develop the Woodford targeted common source of supply and the Mississippian and Hunton common sources of supply may be inadvertently penetrated as adjacent common sources of supply during the drilling of the Woodford test well. Applicant proposes to avoid the drilling of unnecessary wells and to protect correlative rights, all owners should be required to pool and to develop each common source of supply in the drilling and spacing unit therefore as a drilling and spacing unit, upon the terms and conditions set out in "ORDER" below, all of which are found, after a consideration of the evidence to be supported by substantial evidence, to be just and reasonable and to afford each owner the opportunity to recover or receive, without unnecessary expense, such owner's just and fair share of the production from each drilling and spacing unit well and each common source of supply in the drilling and spacing unit thereof.

12. In the interest of the prevention of waste and the protection of correlative rights, the Application should be granted, and the rights of all owners pooled and adjudicated.

**ORDER**

IT IS THEREFORE ORDERED, by the Corporation Commission of Oklahoma as follows:

**Well Costs and Considerations Determination; Absorption of Excess Burdens:**

1. Applicant proposes to drill a well in Section 22, Township 7 North, Range 18 East, Pittsburg County, Oklahoma, a drilling and spacing unit for the common sources of supply as indicated:

COMMON SOURCE OF SUPPLY	SIZE OF UNIT	ORDER NO.
Woodford – targeted	640-acre horizontal	665592
Mississippian – adjacent	640-acre horizontal	665592
Hunton – adjacent	640-acre horizontal	665592

and to develop said unit and said common sources of supply therefore, and the rights and equities of all owners, subject hereto and in said common sources of supply and the drilling and spacing unit therefore are pooled, adjudicated, and determined.

2. That estimated unit well costs are:

Completed as a dry hole - \$1,385,000.00  
Completed for production - \$4,496,200.00

Pursuant to the Multiunit Horizontal Well interim order to issue in Cause CD No. 201700661 these costs will be allocated on an interim basis approximately 57% to Section 15 and 43% to Section 22, both in Township 7 North, Range 18 East, Pittsburg County, Oklahoma, subject to adjustment by a final order in Cause CD No. 201700661. The final allocation will be determined by the bottom hole survey to be run during the drilling of the well. The allocation in such Final Order will also control the rights and obligations of oil and gas owners made subject to this Order.

**Options:**

3. Any owner of the right to drill on said drilling and spacing unit who has not agreed with the Applicant to develop said unit and common sources of supply is accorded the following elections, and each owner, subject hereto, may make any of the elections as to all or any part of the interest of such owner in the unit and must give notice as to which of the elections set forth below such owner accepts.

a. **Participation**

Participate in the development of the unit and common sources of supply by agreeing to pay such owner's proportionate part of the actual cost of the well covered hereby and by paying such proportionate part of the estimated completed for production cost thereof, as set out in paragraph 2 above, or securing or furnishing security for such payment satisfactory to the Applicant/Operator; in all events, such owner's cost in said well for which cost participation is elected shall not exceed such owner's proportionate part of the actual or reasonable cost

thereof which shall be determined by the Commission in the event there is a dispute as to such costs; the payment of such owner's proportionate part of the estimated completed for production cost of said well, or the securing of costs, of the furnishing of security thereof, as beforesaid, shall be accomplished within 25 days from the date of this Order; such owner's proportionate part of the costs of, and of the production from, such well and unit, to be in proportion to the number of acres such owner has in the unit.

**b. Option of \$145.54 and a 1/8<sup>th</sup> royalty for all three (3) named common sources of supply as more fully set out below:**

\$145.54 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and all three (3) named common sources of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to all three (3) named common sources of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

**c. Option of \$124.16 per acre with a 1/6th royalty for all three (3) named common sources of supply as more fully set out below:**

\$124.16 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 1/24 x 8/8ths of all oil and casinghead gas and 1/24 x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and all three (3) named common sources of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to all three (3) named common sources of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

**d. Option of \$116.42 per acre with a 3/16th royalty for all three (3) named common sources of supply as more fully set out below:**

\$116.42 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 1/16 x 8/8ths of all oil and casinghead gas and 1/16 x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and all three (3) named common sources of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to all three (3) named common sources of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

e. **Option of \$87.32 per acre with a 1/5th royalty for all three (3) named common sources of supply as more fully set out below:**

\$87.32 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 7.5% x 8/8ths of all oil and casinghead gas and 7.5% x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and all three (3) named common sources of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to all three (3) named common sources of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

f. **Option of \$83.93 and a 1/8<sup>th</sup> royalty for the Woodford common source of supply as more fully set out below:**

\$83.93 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Woodford common source of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Woodford common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

g. **Option of \$71.60 per acre with a 1/6th royalty for the Woodford common source of supply as more fully set out below:**

\$71.60 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 1/24 x 8/8ths of all oil and casinghead gas and 1/24 x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Woodford common source of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Woodford common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

h. **Option of \$67.14 per acre with a 3/16th royalty for the Woodford common source of supply as more fully set out below:**

\$67.14 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 1/16 x 8/8ths of all oil and casinghead gas and 1/16 x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Woodford common source of

supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Woodford common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

i. **Option of \$50.36 per acre with a 1/5th royalty for the Woodford common source of supply as more fully set out below:**

\$50.36 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 7.5% x 8/8ths of all oil and casinghead gas and 7.5% x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Woodford common sources of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Woodford common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

j. **Option of \$41.51 and a 1/8<sup>th</sup> royalty for the Mississippian common source of supply as more fully set out below:**

\$41.51 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Mississippian common source of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Mississippian common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

k. **Option of \$35.41 per acre with a 1/6th royalty for the Mississippian common source of supply as more fully set out below:**

\$35.41 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 1/24 x 8/8ths of all oil and casinghead gas and 1/24 x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Mississippian common source of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Mississippian common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

**l. Option of \$33.20 per acre with a 3/16th royalty for the Mississippian common source of supply as more fully set out below:**

\$33.20 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 1/16 x 8/8ths of all oil and casinghead gas and 1/16 x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Mississippian common source of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Mississippian common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

**m. Option of \$24.90 per acre with a 1/5th royalty for the Mississippian common source of supply as more fully set out below:**

\$24.90 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 7.5% x 8/8ths of all oil and casinghead gas and 7.5% x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Mississippian common sources of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Mississippian common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

**n. Option of \$20.10 and a 1/8<sup>th</sup> royalty for the Hunton common source of supply as more fully set out below:**

\$20.10 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Hunton common source of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Hunton common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

**o. Option of \$17.15 per acre with a 1/6th royalty for the Hunton common source of supply as more fully set out below:**

\$17.157 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 1/24 x 8/8ths of all oil and casinghead gas and 1/24 x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who

elects not to participate in said development of the unit and the Hunton common source of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Hunton common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

**p. Option of \$16.08 per acre with a 3/16th royalty for the Hunton common source of supply as more fully set out below:**

\$16.08 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 1/16 x 8/8ths of all oil and casinghead gas and 1/16 x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Hunton common source of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Hunton common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

**q. Option of \$12.06 per acre with a 1/5th royalty for the Hunton common source of supply as more fully set out below:**

\$12.06 per acre cash bonus with the normal 1/8th royalty as defined in 52 O.S., Section 87.1(e), and with an additional proportionate share of an undivided 7.5% x 8/8ths of all oil and casinghead gas and 7.5% x 8/8ths of all gas and condensate produced and saved from the unit well, which is a fair, reasonable and equitable bonus to be paid unto each owner who elects not to participate in said development of the unit and the Hunton common sources of supply by paying such owner's proportionate part of the costs thereof; such cash bonus plus overriding royalty or excess royalty, when paid or tendered as set out in this Order, is satisfaction for all rights and interests of such owner in the unit well as to the Hunton common source of supply except for any normal 1/8th royalty, as defined in 52 O.S., Section 87.1(e) (1971).

PROVIDED, further, in the event the oil and gas interest of any owner is subject to any royalty, overriding royalty, or other payments out of production which create a burden on such interest in excess of the burdens set out in paragraph 3b or 3c, 3f or 3g, 3j or 3k, or 3n or 3o above, unless the owner can deliver the net revenue interest of 87.5% for paragraph 3b, 3f, 3j or 3n, then the owner cannot elect paragraph 3b, 3f, 3j or 3n. Unless the owner can deliver the net revenue of 83.3% for paragraph 3c, 3g, 3k or 3o, then the owner cannot elect paragraph 3b, 3f, 3j or 3n, or 3c, 3g, 3k or 3o. If the owner is unable to deliver at a minimum an 83.3% net revenue interest, then such owner shall be required to accept the additional royalty provided in paragraph 3d, 3h, 3l, or 3p or 3e, 3i, 3m, or 3q above. If the owner is unable to deliver an 81.25% net revenue interest, then such owner shall be required to elect the additional royalty provided for in paragraph 3e, 3i, 3m or 3q above.

PROVIDED, however, in the event the oil and gas interest of such owner is subject to any royalty, overriding royalty, or other payments out of production which create a burden on

such interest in excess of the normal 1/8th royalty, then such excess shall reduce said 1/16 x 8/8ths of all oil and casinghead gas and 1/16 x 8/8ths of all gas and condensate by the amount of any such excess.

PROVIDED, however, in the event the oil and gas interest of such owner is subject to any royalty, overriding royalty, or other payments out of production which create a burden on such interest in excess of the normal 1/8th royalty, then such excess shall reduce said 1/24 x 8/8ths of all oil and casinghead gas and 1/24 x 8/8ths of all gas and condensate by the amount of any such excess.

PROVIDED, however, in the event the oil and gas interest of such owner is subject to any royalty, overriding royalty, or other payments out of production which create a burden on such interest in excess of the normal 1/8th royalty, then such excess shall reduce said 1/16 x 8/8ths of all oil and casinghead gas and 1/16 x 8/8ths of all gas and condensate by the amount of any such excess.

PROVIDED, however, in the event the oil and gas interest of such owner is subject to any royalty, overriding royalty, or other payments out of production which create a burden on such interest in excess of the normal 1/8th royalty, then such excess shall reduce said 7.5% x 8/8ths of all oil and casinghead gas and 7.5% x 8/8ths of all gas and condensate by the amount of any such excess.

**Payment of Consideration:**

4. To receive the cash bonus plus overriding royalty or excess royalty, as set out in paragraph 3b, 3c, 3d or 3e above for all three (3) formations as to the Mississippian, Woodford and Hunton common sources of supply, and any cash consideration set out therein, must be paid or tendered, if same can be paid or tendered, by the Operator named herein, within 35 days from the date of this Order.

To receive the cash bonus plus overriding royalty or excess royalty, as set out in paragraph 3f, 3g, 3h or 3i above as to the Woodford common source of supply, any cash consideration set out therein, must be paid or tendered, if same can be paid or tendered, by the Operator named herein, within 35 days from the date of this Order.

To receive the cash bonus plus overriding royalty or excess royalty, as set out in paragraph 3j, 3k, 3l or 3m above as to only the Mississippian common source of supply, any cash consideration set out therein, must be paid or tendered, if same can be paid or tendered, by the Operator named herein, within 35 days from the date of this Order.

To receive the cash bonus plus overriding royalty or excess royalty, as set out in paragraph 3n, 3o, 3p or 3q above as to only the Hunton common source of supply, any cash consideration set out therein, must be paid or tendered, if same can be paid or tendered, by the Operator named herein, within 35 days from the date of this Order.

**Escrow Provisions:**

5. If any payment of bonuses due and owing under the order by virtue of any election or constructive election made with regard to the proposed initial unit well involved herein cannot be made because the person entitled thereto cannot be located or is unknown, then said bonus shall be deposited (credited) into an escrow account within ninety (90) days after this order as provided in 52 O.S. Section 551 et seq. and OCC-OAC 165:10-25-1 et seq. Any royalty payments or other payments due under this order to any such owner who cannot be located or who is unknown shall also be deposited (credited) into an escrow account established by the holder of such funds as provided in 52 O.S. Section 551 et seq. and OCC-OAC 165:10-25-1 et seq. Such funds shall not be commingled with any funds of the Applicant or Operator. The responsibility for filing reports with the Commission as required under Oklahoma law and the Commission rules, as cited above, as to bonus, royalty or other payments deposited (credited) into any escrow accounts shall be with the holder of such funds. Such funds deposited (credited) in any such escrow accounts shall be held for the exclusive use of, and sole benefit of, the person entitled thereto until such funds can be paid to such owner or until the holder of such funds relinquishes the funds to the Commission as required by law. It shall be the responsibility of the Operator to notify all other holders of this provision and of the Commission rules, cited above, regarding unclaimed monies under pooling orders.

If a party who is pooled herein refuses the cash bonus or any other funds due hereunder or if such party's interest, if any, in the units involved in this cause has a defect or cloud in the title thereto or if there is uncertainty as to the interest, if any, of such party or if such party cannot be paid the cash bonus or any other funds due hereunder for any reason other than the reasons set out above, the holder of such cash bonus or other funds may deposit such cash bonus or other funds allegedly due such party in an internal escrow account established in the accounting records of such holder and such cash bonus or other funds shall be credited to such account for the benefit of such party. Any funds deposited (credited) in any escrow account as described above shall be held for the benefit of the party allegedly entitled thereto until such funds can be paid to such party or such party accepts such funds or until such title defect or cloud is cured or removed or the uncertainty as to the interest is removed to the satisfaction of the party responsible or liable for and holding such funds. Said funds shall not be commingled with any funds of the Applicant or Operator.

**Elections by Owners; Deemed Election:**

6. That each owner of the right to drill in said drilling and spacing unit to said common sources of supply covered hereby, who has not agreed to the development of said unit, other than the Applicant, shall elect which of the alternatives set out in paragraph 3 above such owner accepts, said election to be made to Applicant, in writing, within 20 days from the date of this order; in the event any owner fails to give said notice within the time and in the manner as set out above which of the alternatives set forth in paragraph 3 above, any such owner accepts, then such owner shall be deemed to have accepted, paragraph 3b above; however, if an owner's interest is burdened with more than the normal 1/8 royalty, then such owner shall be deemed to have accepted paragraph 3c above; however, if an owner's interest is burdened with more than 1/24 x 8/8ths share of production over and above the normal 1/8 royalty, then such owner shall

be deemed to have accepted paragraph 3d above; however, if an owner's interest is burdened with more than 1/16 x 8/8ths share of production over and above the normal 1/8 royalty, then such owner shall be deemed to have accepted paragraph 3e above; in the event any owner elects to do other than participate in said well by paying his pro rata share of the costs thereof, or fails to make any election provided above, such owner shall be deemed to have relinquished unto Applicant all of such owner's right, title and interest, or claim in and to the unit, except for any normal 1/8 royalty interest, defined above, in all three (3) common sources of supply or other share in production to which such owner may be entitled by reason of an election hereunder.

**Operator's Lien; Deemed Election Upon Failure to Perform:**

7. That Applicant, in addition to any other rights provided herein, shall have a lien, as set out in 52 O.S. Section 87.1(e)(1971), on the interest of any owner, subject to this Order, who has elected to participate in the well covered hereby by paying such owner's proportionate part of the costs thereof; provided, however, that in the event an owner elects to participate in the well by paying his proportionate part of the costs thereof and fails or refuses to pay or to secure the payment of such owner's proportionate part of the completed for production costs as set out in paragraph 2 above, or fails or refuses to pay or make an arrangement with the Applicant for the payment thereof, all within the periods of time as prescribed in this Order, then such owner is deemed to have elected paragraph 3b above; however, if an owner's interest is burdened with more than the normal 1/8 royalty, then such owner shall be deemed to have accepted paragraph 3c above; ; however, if an owner's interest is burdened with more than 1/24 x 8/8ths share of production over and above the normal 1/8 royalty, then such owner shall be deemed to have accepted paragraph 3d above; however, if an owner's interest is burdened with more than 1/16 x 8/8ths share of production over and above the normal 1/8 royalty, then such owner shall be deemed to have accepted paragraph 3e above. Thereupon, the payment of such cash bonus shall be made by Applicant/Operator within 30 days after the last day on which such defaulting owner, under this Order, should have paid his proportionate part of such costs or should have made satisfactory arrangements for the payment thereof.

**Operator Designation and Elections:**

8. That: Red Mountain Operating, LLC  
Attn: Brandon Fields  
6832 N. Robinson Avenue  
Oklahoma City, OK 73116

an owner of the right to drill, is hereby designated as operator of the well, unit and each common source of supply covered hereby; and that all communications and elections shall be in writing and addressed to:

Red Mountain Energy, LLC  
Attn: Brandon Fields  
6832 N. Robinson Avenue  
Oklahoma City, OK 73116.

**Unit Pooling:**

9. The granting of the relief requested by the Applicant shall include the intent of the Applicant to pool and adjudicate the rights and equities of the owners in the lands described herein as to all those separate common sources of supply set forth on a unit basis and not on a borehole basis for any well drilled as to any of the respective separate common sources of supply cited herein. That the election not to participate, or the deemed election not to participate, as a cost bearing working interest in the proposed unit well shall operate to foreclose the interests of the respondents as to elections to participate or not, in any subsequent well that may at some indefinite time, if at all, be drilled within the subject lands; and that the initial election made by the respondents herein shall be binding as to the respondents, their assigns, heirs, representatives, agents or estate.

**Subsequent Wells and Development:**

10. If, subsequent to the drilling of the initial unit well involved herein, Applicant/Operator shall propose another well in the drilling and spacing units and common sources of supply covered hereby under the plan of development established by this order, the Operator named herein shall send written notice of the proposed subsequent well to each party who timely and properly elected to participate, and who perfected their election to so participate, in the development of the separate common sources of supply in the drilling and spacing units involved in this cause under the plan of development. Such written notice is to be delivered by certified mail to the last known address of each respondent or faxed to same and shall contain a brief description of the proposed subsequent well. The notice shall also include the estimated costs of the well as a dry hole and as a producing well. Each party entitled to the above-described written notice shall have 20 days after receipt of such notice or fax to elect, in writing, to the Operator whether or not to continue to participate in the development of the separate common source of supply in the drilling and spacing units involved in this cause under the plan of development established by this Order as to the proposed subsequent well or in lieu thereof, to elect such parties share of the royalty set forth in paragraph 3b, 3c, 3d or 3e above for all three (3) common sources of supply; paragraph 3f, 3g, 3h or 3i for the Woodford common of supply; paragraph 3j, 3k, 3l or 3m for the Mississippian common source of supply, and paragraph 3n, 3o, 3p or 3q for the Hunton common source of supply depending on which common sources of supply the subsequent well is proposed to; and such owner shall be deemed to have relinquished unto Operator all of such owner's right, title, interest or claim in and to the unit and common source of supply involved herein as to such proposed subsequent well and any further subsequent well or wells that may thereafter be proposed and drilled under the plan of development.

In the event any party who is entitled to make a written election as to a subsequent well as provided for herein, shall elect not to participate in further development, or shall fail to timely and properly elect in writing to so participate, or who shall have elected affirmatively in writing not to participate in such subsequent well and further development, then such owner shall be deemed to have relinquished unto Operator all of such owner's right, title, interest or claim in and to the unit and separate common source of supply involved herein as to such proposed subsequent well and any further subsequent well or wells that may thereafter be proposed and

drilled under the plan of development, then such owner shall be deemed to have accepted paragraph 3b, 3c, 3d or 3e above for all three (3) common sources of supply; paragraph 3f, 3g, 3h or 3i for the Woodford common source of supply; paragraph 3j, 3k, 3l or 3m for the Mississippian common source of supply, and paragraph 3n, 3o, 3p or 3q for the Hunton common source of supply depending on which common source of supply the subsequent well is proposed to.

Any party entitled to make a written election as to a subsequent well who elects to continue to participate in the development of the separate common sources of supply in the drilling and spacing units provided for herein under the plan of development established by this Order, shall be deemed to have agreed to pay such party's proportionate part of the actual cost of the subsequent well, and pay such party's proportionate part of the estimated completed for production costs as set forth in the notice within 25 days from receipt thereof, said payment to be made to Sanguine Gas Exploration, LLC, the Unit Operator, at its then current address. Upon such timely payment, or the furnishing of security satisfactory to the Unit Operator, such party's election to continue to participate in the development of the drilling and spacing unit and common sources of supply as to such subsequent well and future wells shall be perfected. In the event any owner elects as to the proposed subsequent well to continue to participate in the development of the separate common sources of supply under the plan of development established by this Order, but thereafter fails or refuses to pay or secure the payment of such owner's proportionate part of the estimated completed for production costs within the manner and time prescribed herein, then such owner shall be deemed to have withdrawn its election to continue to so participate and such owner, as to the proposed subsequent well and any further subsequent well or wells under the plan of development shall be deemed to have elected the overriding or excess royalty as set forth in paragraph 3b, 3c, 3d or 3e above for all three (3) common sources of supply; paragraph 3f, 3g, 3h or 3i for the Woodford common source of supply; paragraph 3j, 3k, 3l or 3m for the Mississippian common source of supply, and paragraph 3n, 3o, 3p or 3q for the Hunton common source of supply depending on which common source of supply the subsequent well is proposed to.

As to any subsequent well proposed under this paragraph, the Unit Operator shall commence or cause to be commenced, operations for the drilling of the subsequent well within 180 days from the date of the written notice proposing the subsequent well, and shall thereafter continue such operations for the drilling of the subsequent well and the well shall be drilled, tested, equipped, and completed with due diligence to completion as a producing well or to plugging same as a dry hole. If operations for the drilling of the proposed subsequent well are not commenced within the above described 180 day period, then the elections of the parties as to the proposed subsequent well shall expire and the parties shall be in the same position relative to each other that they were in immediately prior to the written notice of the subsequent well being transmitted by the Applicant/Operator. In such event all rights acquired from the parties electing not to continue to participate as to the proposed subsequent well in the development of the separate common sources of supply and drilling and spacing units under the plan of development established by this Order, shall be relinquished by Unit Operator and any other acquiring party and such relinquished rights shall revest in the parties who elected not to continue to so participate. Failure to timely commence any subsequent well shall not divest or otherwise affect

in any manner the rights and interests of the various parties in any well or wells drilled prior thereto under the plan of development established by this order and shall not terminate such plan of development.

The term subsequent well for purposes of this paragraph shall not be deemed to include any side-tracking or other operation with respect to the initial unit well, or any subsequent well; and shall not be deemed to be any well that is drilled as a replacement or substitute well for the initial well or any subsequent well covered hereby, by virtue of any mechanical or other problems arising directly in connection with the drilling, completing, equipping or producing of the initial unit well or any subsequent well, and no party subject to this order shall have the right to make any subsequent elections as to any such side-tracking, replacement, or substitute well.

**Separate Elections:**

11. Applicant initially plans to drill a Woodford test well and the Mississippian and Hunton common sources may be inadvertently penetrated as adjacent common sources of supply during the drilling of the well. Respondents have the right under the terms of this Pooling Order to separately elect to participate in wells drilling to any one or all of the common source(s) of supply pooled as set forth herein below.

Any respondent who elects to participate in the initial well drilled to a particular common source of supply will retain all rights to participate in subsequent wells within that respective common source of supply in accordance with the subsequent well provisions herein.

If a respondent elects or is deemed to have elected not to participate in the initial well drilled to a particular common source of supply then that respondent shall receive the highest cash bonus plus royalty for which they qualify. A respondent who elected or was deemed to elect not to participate in the initial well drilled to a particular common source of supply shall retain any and all future rights to a well proposed in any other of the common source(s) of supply pooled herein. If, a respondent receives the cash bonus plus royalty after electing or being deemed to have elected not to participate in a well and such respondent then elects or is deemed to have elected not to participate in a proposed subsequent well to any other common source(s) of supply pooled herein, that respondent shall only receive the royalty and cash for which they qualify. (The intent being a respondent may receive a cash bonus only once.)

**Substitute or Replacement Well:**

12. In the event the original unit well is lost due to mechanical problems or for any other reason, operator shall have the right, but not the obligation, to commence the drilling of a substitute or replacement well within a reasonable time after the date the operator gives written notice of abandonment of the first unit well.

In such event, operator shall give written notice, which is to be delivered by certified mail or by fax, of the operator's intent to drill the substitute or replacement well to all

owners and respondents subject to this pooling order and who elected to participate and paid their proportionate share of the costs of the first unit. Under these circumstances, no new election is allowed and an owner's original election is not changed.

**Commencement of Operations:**

13. That operations for the drilling of the unit well covered hereby must be commenced within 180 days from the date of this Order, or this Order shall be of no force and effect, except for the payment of any cash bonus elected or deemed to be elected pursuant to this Order, which cash bonus must be paid; that once operations for the drilling of the unit well have commenced, said operations shall continue and the well shall be drilled, tested, equipped, and completed with due diligence to completion as a producing well or to plugging same as a dry hole. Provided, however, in the event that the proposed well is not drilled to depths sufficient to encounter all of the common sources of supply covered hereby, or is completed in less than all of the common sources of supply encountered, this Order will be operative as to such common sources of supply encountered in the proposed well and thereafter shall continue to be operative with respect to respondents electing or being deemed to have elected not to participate in the drilling of the proposed well as to such of said encountered common sources of supply in which a well drilled with due diligence under this Order is completed as a producing well.

**Submission of Federal Form W-9:**

14. Prior to the payment of bonus consideration and/or royalty consideration to a respondent by Operator, said respondent must complete and furnish to Operator a Federal Form W-9. The form being required for federal tax purposes. A respondent who does not provide the Operator with a Federal Form W-9 shall have their bonus consideration and/or royalty consideration placed into an Escrow Account established by the Operator until such time as the appropriate Federal Form W-9 has been furnished.

**Subsequently Created Burdens:**

15. As of the date of filing of this Cause, each respondent could deliver at least the minimum net revenue interest for paragraph 3b, 3c, 3d, 3e, 3f, 3g, 3h, 3i, 3j, 3k, 3l, 3m, 3n, 3o, 3p, or 3q. However, in the event a respondent herein creates a subsequently created burden on its interest after the filing date of the application in this Cause, then in the event such respondent elects either the bonus and royalty, fails to elect to participate, elects to participate and fails or refuses to pay the completed well costs or make satisfactory arrangements with the Operator timely, or is deemed to have elected the bonus and royalty, under the initial Unit well, or any subsequent well proposal, then the responsibility to pay for any subsequently created burden shall be the sole responsibility of the respondent under these circumstances and in no event the responsibility of the Applicant/Operator in this Cause.

**Orderly Development:**

16. The producing common source of supply from the drilling of the Unit well is pooled. In the event a respondent elects or is deemed to have elected as to all three (3) common

sources of supply, or elects out of, or is deemed to elect out of any common sources of supply, is by this action or inaction pooled. Applicant/Operator plans on drilling the common sources of supply named herein in an orderly development of the Unit based on the specific information gleaned from the drilling of the Unit well.

**Mailing of this Order:**

17. That an affidavit shall be filed with the Secretary of the Commission, within 10 days from the date of this Order, stating that a copy of said Order was mailed within 3 days from the date of this Order to all parties subject hereto, whose addresses are known.

CORPORATION COMMISSION OF OKLAHOMA

*Dana L. Murphy*  
DANA L. MURPHY, Chairman

*J. And Heit*  
REDACTED, Vice Chairman

*Bob Anthony*  
REDACTED, Commissioner

DONE AND PERFORMED this 21 day of December, 2017.

BY ORDER OF THE COMMISSION:

*Peggy Mitchell*  
PEGGY MITCHELL, Secretary

REPORT OF THE ADMINISTRATIVE LAW JUDGE

The foregoing findings and order are the report and recommendations of the Administrative Law Judge.

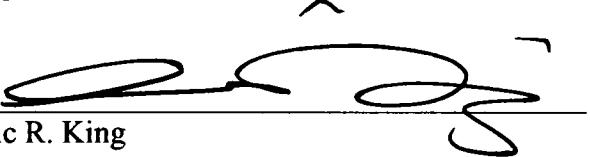
Michael D. Norris  
Michael Norris  
Administrative Law Judge

Date: 12-15-17

Michael Fouts  
Reviewer

Date: 15 December 2017

Approved:

  
Eric R. King

**EXHIBIT "A"**

1	<u>Known Respondent</u> Alice Shepley 2005 Esperanza Street Houston, TX 77023	8	<u>Known Respondent</u> Elizabeth M. Brotton, Trustee under Restatement c/o Sally A. Brotton P.O. Box 681 Kitty Hawk, NC 27949
2	<u>Known Respondent</u> Andrea Lucero P.O. Box 1573 Haskell, OK 74436	9	<u>Known Respondent</u> Estefana Sanchez 264 E 30th St Los Angeles, CA 90011
3	<u>Known Respondent</u> Ann Fuller Bendall, Trustee of the J. William Bendall Family Trust 2050 Kirby Rd Memphis, TN 38119	10	<u>Known Respondent</u> J.W. Holt, presumably deceased c/o Amanda Holt 7111 Glen Hill Rd Richard hills, TX 76118
4	<u>Known Respondent</u> Arkoma Development, LLC 203 E. Interstate 30 Rockwall, TX 75087	11	<u>Known Respondent</u> James Reece Dyer 6608 NW 120th St Oklahoma City, OK 73162
5	<u>Known Respondent</u> Beverly Ann Brotton P.O. Box 96 Quanah, TX 79252	12	<u>Known Respondent</u> Judith Ann Dobbs, Mary E. Clingare and Charles Michael Brotton as Co-Trustees of the wild Horse Prairie Trust dated 9-27-2001 c/o Judith Ann Dobbs P.O. Box 682 Smith River, CA 95567
6	<u>Known Respondent</u> Courtney E. Reid 6825 Latrobe Rd Sloughouse, CA 95683	13	<u>Known Respondent</u> Kenneth I. Persion c/o Kenneth I. Persion 10444 Holman Ave Los Angeles, CA 90024
7	<u>Known Respondent</u> DCJ Company c/o Fred Wendel, President P.O. Box 126 Eufaula, OK 74432		

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14	<u>Known Respondent</u> Kimberly Dyer 360 Semmes Dr Wilmington, NC 28412	21	<u>Known Respondent</u> Mary E. Kershaw, Trustee of the Mary E. Kershaw Trust dated 5-26-91 243 Stonehallow Rd Fletcher, NC 28732
15	<u>Known Respondent</u> L&J Minerals, LP 3733 Westheimer Rd, Ste 1-1053 Houston, TX 77027	22	<u>Known Respondent</u> Nikki Angel Uri P.O. Box 770356 Naples, FL 34107
16	<u>Known Respondent</u> Laura Jean Kershaw, Trustee of the Laura Jean Kershaw Trust dated July 12, 1996 P.O. Box 1407 Muskogee, OK 74402	23	<u>Known Respondent</u> Orion Minerals, LLC 153 S. Broadway Street La Porte, TX 77571
17	<u>Known Respondent</u> Lynn Dyer 314 Leonard St Jacksonville, NC 28540	24	<u>Known Respondent</u> Paul Philpin Trust, Bill Richardson, Trustee c/o Joanne Richardson 1201 W. 4th St Tahlequah, OK 74464
18	<u>Known Respondent</u> MAP2009-OK, an Oklahoma general partnership c/o Map Royalty, Inc 101 N. Robinson, Ste 1000 Oklahoma City, OK 73102	25	<u>Known Respondent</u> Paul Thomas Clarke P.O. Box 1186 Kingston, WA 98346
19	<u>Known Respondent</u> Maria Eva Lucero 1605 Laverder Dr. Fernley, NV 89408	26	<u>Known Respondent</u> Robert Garland Dyer, Trustee of the Robert Garland Dyer Revocable Trust 5716 NW 163rd Terrace Edmond, OK 73013
20	<u>Known Respondent</u> Mary B. Grimes Trust UDT January 1, 1991 c/o Jeffrey D. Grimes 18994 E. 128th St. S Broken Arrow, OK 74011	27	<u>Known Respondent</u> Savannah Minerals, LLC 1129 Hwy 146, #370 Kemah, TX 77565

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28	<u>Known Respondent</u> Scout Minerals, LLC 1205 Cordillera Trace Boerne, TX 78006	35	<u>Known Respondent</u> The known and unknown heirs, successors and devisees of James Quinton, Jr., a/k/a Jim Quinton, deceased c/o Dean Quinton 365 H Street Rock Springs, WY 82901
29	<u>Known Respondent</u> Shorthanded, LLC P.O. Box 10431 Fort Worth, TX 76114	36	<u>Known Respondent</u> The known and unknown heirs, successors and devisees of Jean Stockwell, deceased c/o Janie Amelia Pierce, Personal Representative 1208 Oak Tree Dr Edmond, OK 73003
30	<u>Known Respondent</u> Stephen W. Ashmore P.O. Box 371 Warner, OK 74469	37	<u>Known Respondent</u> The known and unknown heirs, successors and devisees of Kay Smith Igo, a/k/a Sandra Kay Smith, deceased c/o Chad Igo 112 W. Maple St Cordell, OK 73632
31	<u>Known Respondent</u> Susan Dyer 360 Semmes Dr Wilmington, NC 28412	38	<u>Known Respondent</u> The known and unknown heirs, successors and devisees of L.C. Tirey, Jr., deceased c/o Lucius C. Tirey, IV <i>see address at # 39</i>
32	<u>Known Respondent</u> The known and unknown heirs, successors and devisees of Frank R. Hendrickson, deceased c/o Chad Igo 112 W. Maple St Cordell, OK 73632	39	<u>Known Respondent</u> The known and unknown heirs, successors and devisees of L.C. Tirey, Jr., deceased c/o Lucius C. Tirey, IV 509 Julies Trail Cir Edmond, OK 73012
33	<u>Known Respondent</u> The known and unknown heirs, successors and devisees of Irene Tirey, deceased c/o Kay Livingston 2012 County Road 1212 Tuttle, OK 73089		
34	<u>Known Respondent</u> The known and unknown heirs, successors and devisees of Jack R. Hendrickson, deceased c/o Chad Igo 112 W. Maple St Cordell, OK 73632		

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40	<p><b><u>Known Respondent</u></b></p> <p>The known and unknown heirs, successors and devisees of Lena Hendrickson, deceased c/o Chad Igo 112 W. Maple St Cordell, OK 73632</p>	45	<p><b><u>Known Respondent</u></b></p> <p>Thelma Summers, if living, or if deceased, then their known and unknown heirs, successors and devisees c/o Jane Maher 113 Caulder Dr Chickasha, OK 73018</p>
41	<p><b><u>Known Respondent</u></b></p> <p>The known and unknown heirs, successors and devisees of Mary Ellen Quinton Palmer, deceased c/o Dean Quinton 365 H Street Rock Springs, WY 82901</p>	46	<p><b><u>Known Respondent</u></b></p> <p>Thelma Summers, if living, or if deceased, then their known and unknown heirs, successors and devisees c/o Jane Maher 113 Caulder Dr Chickasha, OK 73018</p>
42	<p><b><u>Known Respondent</u></b></p> <p>The known and unknown heirs, successors and devisees of Paul E. Callas, deceased c/o Bonnie Callas PO Box 1387 Muskogee, OK 74402</p>	47	<p><b><u>Known Respondent</u></b></p> <p>Thomas Lucero P.O. Box 65 Dewar, OK 74431</p>
43	<p><b><u>Unknown/Unlocateable Respondent</u></b></p> <p>The known and unknown heirs, successors and devisees of Vernon Tirey, deceased c/o Bonnie R. McKie 3626 FM 281 Dallhart, TX 79022 LAST KNOWN ADDRESS</p>	48	<p><b><u>Known Respondent</u></b></p> <p>Tony Obregon, if living, or if deceased, then their known and unknown heirs, successors and devisees c/o Kenneth I. Persion 10444 Holman Ave Los Angeles, CA 90024</p>
44	<p><b><u>Unknown/Unlocateable Respondent</u></b></p> <p>The known and unknown heirs, successors and devisees of Vernon Tirey, deceased c/o Bonnie R. McKie 1122 Denrock Ave Dallhart, TX 79022 LAST KNOWN ADDRESS</p>	49	<p><b><u>Known Respondent</u></b></p> <p>Wildcard Family Limited Partnership 14241 Dallas Parkway, Ste 800 Dallas, TX 75254</p>

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50	<u>Known Respondent</u> William G. Brotton, Trustee under Restatement of Trust dated August 16, 1983 c/o Sally A. Brotton P.O. Box 681 Kitty Hawk, NC 27949	58	<u>Known Respondent</u> ZZ Energy Ventures, LLC c/o Richard Straughn, Manager P.O. Box 720730 Norman, OK 73070
51	<u>Known Respondent</u> William O. Carter, III P.O. Box 2473 Ardmore, OK 73402	59	<u>Curative Respondent</u> Interbank P.O. Box 5258 Enid, OK 73702
52	<u>Known Respondent</u> William O. Carter, III 4983 S. Plainview Rd Ardmore, OK 73402	60	<u>Curative Respondent</u> The known and unknown heirs, successors and devisees of Etta G. Holt, deceased c/o Stephen R. Holt 3910 S. 74th West Ave, Apt 74 Tulsa, OK 74107
53	<u>Known Respondent</u> Sophia Ann Ramsay, if living and her known and unknown heirs, successors and devisees if deceased Address Unknown	61	<u>Curative Respondent</u> Jack Holt c/o Stephen R. Holt 3910 S. 74th West Ave, Apt 74 Tulsa, OK 74107
54	<u>Known Respondent</u> Williford Energy Company 6100 South Yale Ave., Suite 2000 Tulsa, OK 74136	62	<u>Curative Respondent</u> The known and unknown heirs, successors and devisees of Kay Smith Igo, a/k/a Sandra Kay Smith, deceased c/o Chad Igo 112 W. Maple St Cordell, OK 73632
55	<u>Known Respondent</u> H.L. Gaston, III P.O. Box 212 Okmulgee, OK 74447	63	<u>Curative Respondent</u> The known and unknown heirs, successors and devisees of Avery Quinton, deceased c/o Patricia Youngblood 3508 Gold Crest Lane Rosamond, CA 93560
56	<u>Known Respondent</u> BP America, Inc. 737 N Eldridge Parkway Houston, TX 77079		
57	<u>Known Respondent</u> Chevron U.S.A., Inc. 1200 Smith St, 25th Floor Houston, TX 77002		

Sanguine Gas Exploration , L.L.C.  
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64	<u>Curative Respondent</u> The known and unknown heirs, successors and devisees of E. M. Tate, deceased c/o Wade Tate 601 S. 2nd Street McAlester, OK 74501	71	<u>Curative Respondent</u> Molly LuAnn Moon 5600 N. Warren Ave Oklahoma City, OK 73112
65	<u>Curative Respondent</u> Lou Ann Knell P.O. Box 396 Quinton, OK 74561	72	<u>Curative Respondent</u> Jerome Frank Kocar c/o Jeffrey Frank Kocar 3525 W. Leland Ave., Apt. 2 Chicago, IL 60625
66	<u>Curative Respondent</u> Pamela Kaye Denny P.O. Box 634 Quinton, OK 74561		<u>Curative Respondent</u> Jerome Frank Kocar c/o Jill Lynn Kocar 971 Lakestone Lane Aurora, IL 60504
67	<u>Curative Respondent</u> Charles Michael Quinton 4641 Royal Oak Lane Sapulpa, OK 74006	73	<u>Curative Respondent</u> Jeffrey Frank Kocar 3525 W. Leland Ave., Apt. 2 Chicago, IL 60625
68	<u>Curative Respondent</u> Charles Hester Quinton, a/k/a Charles H. Quinton c/o Lou Ann Knell P.O. Box 396 Quinton, OK 74561	74	<u>Curative Respondent</u> Jill Lynn Kocar 971 Lakestone Lane Aurora, IL 60504
69	<u>Curative Respondent</u> Charles Moon 3613 Katherine Ct Edmond, OK 73013	75	<u>Curative Respondent</u> James D. Janeway 3516 Huntsman Rd Edmond, OK 73003
70	<u>Curative Respondent</u> The known and unknown heirs, successors and devisees of Stephen Moon, deceased c/o Charles Moon 3613 Katherine Ct Edmond, OK 73013	76	<u>Curative Respondent</u> Regan L. Urquhart 302 High Street Eufaula, OK 74432

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Cause CD No. 201700664

77	<u>Curative Respondent</u> Froma J. Oberkramer, Trustee of the Froma J. Oberkramer Revocable Living Trust dated April 19, 2001 c/o Raymond Oberkramer 1 Greenhole Glen Pacific, MO 63069	83	<u>Curative Respondent</u> Alexander McFarland, if living, or if deceased, then their known and unknown heirs, successors and devisees c/o Shirley Rust P.O. Box 75 Keota, OK 74941
78	<u>Curative Respondent</u> Jana Helen Shafer 220 S. Peach Ave Newkirk, OK 74647	84	<u>Curative Respondent</u> Eunice Lewis, if living, or if deceased, then their known and unknown heirs, successors and devisees c/o Shirley Rust P.O. Box 75 Keota, OK 74941
79	<u>Curative Respondent</u> Pamela Bost Aiken 1733 Glenwood Way Snellville, GA 30078	85	<u>Curative Respondent</u> Dixon Lewis, if living, or if deceased, then their known and unknown heirs, successors and devisees c/o Shirley Rust P.O. Box 75 Keota, OK 74941
80	<u>Curative Respondent</u> Deborah Bost Milliagn 1409 Turner Church Rd McDonough, GA 30252	86	<u>Curative Respondent</u> John Lewis, if living, or if deceased, then their known and unknown heirs, successors and devisees c/o Shirley Rust P.O. Box 75 Keota, OK 74941
81	<u>Curative Respondent</u> Candace Bost Brandau 1409 Turner Church Rd McDonough, GA 30252	87	<u>Curative Respondent</u> GO YE Village, Inc. 1201 W. 4th St Tahlequah, OK 74464
82	<u>Curative Respondent</u> The known and unknown heirs, successors and devisees of Wilma Lewis, deceased c/o Shirley Rust P.O. Box 75 Keota, OK 74941		

Sanguine Gas Exploration , L.L.C.  
Cause CD No. 201700664

88 Curative Respondent  
Terril Douglas Quinton and Judy  
Peggy Quinton, husband and wife  
401 Hickory Hill Rd  
Sapulpa, OK 74066

89 Curative Respondent  
Amanda Holt  
7111 Glen Hill Rd  
Richard hills, TX 76118

90 Curative Respondent  
J. Charles Holt  
696 Plain St, Ste #1A  
Marshfield, MA 02050

91 Curative Respondent  
Nanette Holt  
221 W. Chestnut St  
Stilwell, OK 74960

92 Curative Respondent  
Dean Quinton  
365 H Street  
Rock Springs, WY 82901

93 Curative Respondent  
WSGP Gas Producing, LLC  
601 Travis Street, Ste 1900  
Houston, TX 77002

94 Curative Respondent  
PetroQuest Energy  
400 E. Kaliste Saloom Rd., Ste. 6000  
Lafayette, LA 70508

95 Curative Respondent  
The known and unknown heirs,  
successors and devisees of Gene  
Stipe, deceased  
c/o Eddie Harper, Personal  
Representative  
343 E Carl Albert Parkway  
McAlester, OK 74501

**Parties of Record**

Richard Books  
Two Leadership Square, Suite 1300  
211 N Robinson  
Oklahoma City, OK 73102

Ron Barnes  
Grayson Barnes  
1648 S Boston Ave, Suite 100  
Tulsa, OK 74119

Karl F. Hirsch  
901 Cedar Lake Boulevard  
Oklahoma City, OK 73114-7813

Benjamin J. Brown  
7335 S Lewis, Suite 204  
Tulsa, OK 74136

Gregory L. Mahaffey  
300 NE 1<sup>st</sup>  
Oklahoma City, OK 73104