

TULSA  
6-5-18

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

<b><u>APPLICANT:</u></b>	PRIDE ENERGY COMPANY	)	CAUSE CD NO.
<b><u>RELIEF SOUGHT:</u></b>	POOLING	)	201700994-T
<b><u>LAND COVERED:</u></b>	SECTION 34, TOWNSHIP 6 NORTH,	)	ORDER NO.
	RANGE 6 WEST, GRADY COUNTY,	)	<b>678960</b>
	OKLAHOMA	)	

**ORDER OF THE COMMISSION**

This cause came on for hearing before Andrew Dunn, Administrative Law Judge, at 8:30 a.m., on the 11<sup>th</sup> day of January, 2018, in Tulsa, Oklahoma.

Richard A. Grimes, Attorney, appeared for Apache Corporation; Anne George, Attorney, appeared for the Applicant, Pride Energy Company; Ron Barnes, Attorney, appeared for Rebellion Energy, LLC; Richard Books, Attorney, appeared for Chesapeake Operating, LLC; Charles Helm, Attorney, appeared for Rhino Resources Company, LLC.

This case was originally protested by Rebellion Energy, LLC and Rhino Resources Company, LLC. At the hearing those protests were withdrawn. Apache Corporation has filed an adoption of this Application.

The Administrative Law Judge heard the cause and filed his report recommending that the Application be granted, which Report and recommendations are adopted by the Commission.

The Commission, therefore, finds as follows:

**FINDINGS**

1. That this is the application of **Pride Energy Company**, for an order pooling oil and gas interests, designating the Applicant, or some other party as operator, and adjudicating the rights and equities of oil and gas owners described on Exhibit "A" attached hereto in the Mississippian, Woodford and Hunton common sources of supply for the 640-acre horizontal drilling and spacing unit consisting of Section 34, Township 6 North, Range 6 West, Grady County, Oklahoma. The evidence at the hearing established that **Apache Corporation** has adopted this Application and reached an agreement with Pride to operate multiunit horizontal wells in Section 34.

2. The Administrative Law Judge conducted an adjudicative inquiry into the sufficiency of the Applicant's search for the identity and whereabouts of those respondents whose addresses are unknown for service of process and could not be ascertained with due diligence. Upon an examination of the record and proof of publication, the Administrative Law Judge found the process to be proper. The Commission finds that the Applicant 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. Notice has been given as required and the Commission has jurisdiction of the subject matter and the parties.

3. The Corporation Commission has by Order No. 666457 established 640-acre drilling and spacing units for the Mississippian, Woodford and Hunton common sources of supply underlying Section 34, Township 6 North, Range 6 West, Grady County, Oklahoma.

4. At the hearing the following Respondents were dismissed:

No. 6	Anderman Oils, LLC
No. 44	Chesapeake Exploration, LLC
No. 45	Chesapeake Exploration, LLC
No. 145	Rebellion Energy, LLC
No. 206	Vitruvian II Woodford, LLC

5. (A) Apache Corporation is proposing to develop Section 34 by establishing two (2) pooled units defined below, with the intention of penetrating and/or evaluating the common sources of supply named hereinabove in the initial well proposed. Apache Corporation has requested from the Commission authority for a multi-unit horizontal well for the Woodford common source of supply in said Section 34, with a portion of that well in Section 27, Township 6 North, Range 6 West, Grady County, Oklahoma. The Mississippian development will follow the full development of the Woodford common source of supply.

(B) At the hearing, Apache requested that the order to issue in this cause provide for the following:

(i) Apache has named herein the Mississippian, Woodford, and Hunton separate common sources of supply. The initial unit well is proposed as a multiunit horizontal well which will target the Woodford common source of supply. Apache does not plan to develop the Hunton common source of supply independent of the potential of that formation being an associated common source of supply in connection with the multiunit horizontal Woodford wells. Apache considers the Mississippian to have the potential for such independent development. As a result, the Applicant proposes the establishment of two (2) 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. The Woodford common source of supply sits immediately below the Mississippian common source of supply in Section 34 and immediately above the Hunton common source of supply in that Section. Therefore, the Woodford Unit will also incorporate the Mississippian and Hunton common sources of supply as adjacent common sources of supply that may be inadvertently encountered during the drilling of a lateral targeting 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. Apache is actively evaluating the Mississippian common source of supply for the drilling of horizontal wells. The landman for the Applicant stated that it is the intention of Apache to diligently continue the drilling of Mississippian wells on this land and that it will prudently pursue such development subsequent to the initial development of the Woodford common source of

supply. The Mississippian common source of supply sits immediately above the Woodford. Therefore, the Mississippian Unit will also incorporate the Woodford common source of supply as an adjacent common source of supply that may be inadvertently encountered during the drilling of a lateral targeting the Mississippian common source of supply.

6. **The owners subject to this order will be afforded the opportunity for separate elections as between the Woodford Unit and Mississippian Unit. 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 Unit. In addition, there will be an allocation of the cash bonus alternatives to be provided herein as more fully described below. Apache is seeking an order which would provide for relinquishment of both the right to drill subsequent wells, and the working interest in such wells, by an owner who elects not to participate in the initial well drilled hereunder for each of the two (2) described units.

7. Apache 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 and Mississippian Unit. In this area, the Woodford common source of supply is the more prolific producer of oil and gas in horizontal wells. 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 horizontal wells. 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. The land testimony of Apache showed that in leasing of mineral interests in this area most companies have placed more emphasis on the value of Woodford rights than the Mississippian rights. Apache has analyzed leasing activity; logs; and, production histories in this area. Based upon that analysis it was recommended that 70% of the asset value between the two (2) common sources of supply should be assigned to the Woodford common source of supply and 30% of that value should be assigned to the Mississippian common source of supply. Accordingly, the Applicant recommended that in the event an owner chooses the right to a separate election, 70% of the total bonus consideration should be allocated to the Woodford Unit and 30% of the total bonus consideration should be allocated to the Mississippian Unit. 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 Mississippian, Woodford and Hunton common sources of supply to Apache.

8. That Apache is the owner of the right to drill into the common sources of supply named hereinabove, and has not agreed with all of the parties owning a similar right to develop their interests and the common sources of supply named herein as a unit, and the Commission should issue an order requiring such owners to pool and develop the common sources of supply named herein based upon the two (2) separate pooled units described above.

9. Apache proposes to develop said common sources of supply as two (2) separate units and by the drilling of an initial well therein, and, to avoid the drilling of unnecessary wells and to protect correlative rights, all owners should be required to pool and develop the common sources of supply named herein, upon the terms and conditions set forth below, within the "Order" portion hereof, all of which are found hereby, after consideration of the substantial evidence presented in this cause, to be just and reasonable, and will afford each owner in the unit the opportunity to recover or receive without unnecessary expense its just and fair share of the production.

10. Apache offered testimony which established that the terms offered as alternatives to participation were indicative of values associated with acquisition of rights to drill not only the initial well, but, also any well drilled subsequent thereto in the described units.

11. That in the interest of the prevention of waste and the protection of correlative rights, this application should be granted, and the rights of all owners pooled and adjudicated.

12. That the Operator is the owner of the right to drill into the common sources of supply named above, and has furnished the Oklahoma Corporation Commission with a Plugging Agreement and an appropriate Financial Statement, Surety Bond, Irrevocable Letter of Credit, Cash Deposit or Negotiable Instrument, as required by law and the rules of the Commission.

### ORDER

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

1. That Apache Corporation proposes to develop the 640-acre horizontal drilling and spacing units consisting of Section 34, Township 6 North, Range 6 West, Grady County, Oklahoma, a drilling and spacing unit for the Mississippian, Woodford and Hunton common sources of supply, by the drilling of a multiunit horizontal well, or wells thereon, and to develop the common sources of supply above as two (2) separate pooled units defined below; and the rights and equities of all oil and gas owners described on Exhibit "A" in those units and common sources of supply covered hereby are pooled, adjudicated and determined. The initial horizontal well proposed to be drilled by Apache is a multi-unit horizontal well in what is described below as the Woodford Unit, to be covered by an Interim Order to issue in a pending request for multiunit authority

The two (2) pooled units created by this order shall be as follows:

(A) The "Woodford Unit", consisting of the Woodford common source of supply; and, the Mississippian and Hunton common sources of supply, but only for the purpose of inadvertent penetration into the Mississippian or Hunton common sources of supply during the drilling of a lateral in the Woodford common source of supply. The rights which will be relinquished by an owner in the Woodford Unit shall include all working interest rights in the Woodford common source of supply for all horizontal wells drilled

hereunder, but only those working interest rights in the Mississippian or Hunton common sources of supply within a multiunit horizontal well targeting the Woodford which inadvertently penetrates the Mississippian or Hunton common sources of supply.

(B) The "Mississippian Unit", consisting of the Mississippian common source of supply; and, the Woodford common source of supply, but only for the purpose of inadvertent penetration into the Woodford common source of supply during the drilling of a lateral in the Mississippian common source of supply. The rights which will be relinquished by an owner in the Mississippian Unit shall include all working interest rights in that unit for all horizontal wells drilled hereunder.

2. (a) That the estimated well costs for the initial multiunit horizontal well drilled in the Woodford Unit hereunder are:

Completed as dry hole - \$4,335,600.00  
Completed for production - \$10,240,600.00

3. Any owner subject to this order who does not want to participate in any unit development and does not wish to exercise it's right to a separate election between the Woodford Unit and the Mississippian Unit, **may expressly waive that right by affirmatively electing under paragraph No. 5 (b) below.** The effect of that election shall be the relinquishment of all working interest in each of the Mississippian, Woodford and Hunton common sources of supply to Apache. In consideration of such express waiver of the right to a separate election such owner will be entitled to receive full bonus consideration for the alternatives to participation in unit development as follows:

(a) That a cash bonus of **\$7,200.00** per mineral acre owned by each such owner, is a fair, reasonable, and equitable consideration to be paid unto each owner who elects not to participate in said well by paying such owner's proportionate part of the costs thereof. Such cash bonus when paid as set out in this Order, is satisfaction in full for all rights and interests of such owner, except for any normal 1/8th royalty interest as defined in 52 O.S. Section 87.1(e)(1971).

(b) That a cash bonus of **\$7,000.00** per mineral acre owned by each such owner, plus a proportionate share of an overriding or excess royalty of **1/16th of 8/8ths**, is a fair, reasonable, and equitable consideration to be paid unto each owner who elects not to participate in said well by paying such owner's proportionate part of the costs thereof. Such cash bonus, plus the proportionate share of said overriding or excess royalty, when paid as set out in this Order, is satisfaction in full for all rights and interests of such owner, except for any normal 1/8th royalty interest as defined in 52 O.S. Section 87.1(e)(1971).

(c) That a cash bonus of **\$6,900.00** per mineral acre owned by each such owner, plus a proportionate share of an overriding or excess royalty of **7.5%** is a fair, reasonable and equitable consideration to be tendered unto each owner who elects not to participate in said development by paying such owner's proportionate part of the costs thereof. Such cash bonus, plus such owner's proportionate share of said overriding or excess royalty is satisfaction in full for all rights and interests of such owner, except for any normal 1/8th royalty interest, as defined in 52 O.S. Section 87.1(e) (1971).

(d) That a cash bonus of **\$6,800.00** per mineral acre owned by each such owner, plus a proportionate share of an overriding or excess royalty of **9.5%** is a fair, reasonable and equitable consideration to be tendered unto each owner who elects not to participate in said development by paying such owner's proportionate part of the costs thereof. Such cash bonus, plus such owner's proportionate share of said overriding or excess royalty is satisfaction in full for all rights and interests of such owner, except for any normal 1/8th royalty interest, as defined in 52 O.S. Section 87.1(e) (1971).

(e) That **no cash bonus**, but a proportionate share of an overriding or excess royalty of **1/8th of 8/8ths** on oil and gas is also a fair, reasonable and equitable consideration to be tendered unto each owner who elects not to participate in said development by paying such owner's proportionate part of the costs thereof. Such owner's proportionate share of said overriding or excess royalty is satisfaction in full for all rights and interests of such owner, except for any normal 1/8th royalty interest, as defined in 52 O.S. Section 87.1(e) (1971).

**4. Any owner subject to this order who does not want to waive it's right to a separate election shall affirmatively choose such separate election under the terms of paragraph No. 5 below as between the Woodford and Mississippian Units. To exercise that right such owner shall affirmatively choose such separate election under the terms of Paragraph No. 5 (c) below.** In that event, and assuming the initial election is not to participate in unit development, the bonus consideration to be paid by virtue of such an election shall result from the allocation of the full bonus described above in paragraphs Nos. 3 (a), (b), (c), (d) or (e) above among the Woodford Unit and the Mississippian Unit. That allocation shall be 70% of such full bonus allocated to the Woodford Unit; and, 30% of such full bonus allocated to the Mississippian Unit. By way of example, an owner who does not elect to waive its right to the separate election described herein, and desires to accept the highest cash bonus alternative for the Woodford Unit will receive 70% of the \$7,200.00 per net mineral acre described above in paragraph No. 3 (a).

5. That any owner of the right to drill in said Section 34 who has not agreed with Apache to develop said unit and common sources of supply is accorded the following elections:

a. To participate in the development of the Woodford Unit by agreeing to pay such owner's proportionate part of the actual cost of the development of that unit, and as to the initial well proposed hereunder, by paying, as set out herein, to Apache such owner's proportionate part of the estimated completed for production cost thereof, as set out in paragraph 2(a) above, or by securing or furnishing security for such payment satisfactory to Apache. In all events, such owner's cost shall not exceed its proportionate part of the actual or the 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, or the securing of such costs, or the furnishing of security therefore, as aforesaid, shall be accomplished within twenty-five (25) days from the date of this order, such owner's proportionate part of the cost of, and of the production from any wells drilled hereunder, to be in proportion to the number of acres such owner has in the Woodford Unit. As to such participating owner, and the oil and gas interest owned by such owner, the Commission retains continuing

jurisdiction hereunder for the purpose of issuance of orders necessary to facilitate further development of the Woodford Unit. Provided, in the event an owner is required to make additional payments for well costs by virtue of an adjustment in the allocation factor in a Final Order authorizing a multi-unit horizontal well, such additional costs or refunds shall be paid within ten (10) days from the date such parties are notified by the Operator of the additional costs owed, or refunds due, by virtue of such adjustment.

(b) **Any owner who does not want to participate in the risk and expense of development of either the Woodford Unit or the Mississippian Unit and desires to receive full bonus consideration in exchange for relinquishment of all working interest in the Mississippian, Woodford and Hunton common sources of supply may expressly waive its right to a separate election between the Woodford Unit and the Hunton Unit by affirmatively electing pursuant to this paragraph 5(b) to accept one of the alternatives to participation described in paragraph Nos. 3 (a), (b), or (c) above. If such election is for one of the alternatives providing for cash bonus consideration such owner shall be entitled to the full bonus consideration selected. The result of such an election shall be the relinquishment of all working interests to Apache in both such common sources of supply. Any cash bonus owed by Apache as a result of an election under this paragraph shall be paid or tendered, if same can be paid or tendered, within thirty-five (35) days from the date of this Order.**

(c) Any owner who chooses to preserve its right to separate elections between the Woodford Unit and the Mississippian Unit may elect to do so by electing in accordance with this Paragraph. The initial well to be drilled under this order is a multiunit horizontal well in the Woodford Unit. As a result, any such owner by electing under this Paragraph is electing to either participate in unit development of the Woodford Unit, or, electing to relinquish its working interest in only that Woodford Unit in exchange for the consideration offered under Paragraph Nos. 3 (a), (b), (c), (d) or (e) above. As noted above, the election under this paragraph for any alternative which provides for cash bonus consideration will result in receipt of 70% of the full cash bonus consideration selected. Any cash bonus owed by Apache as a result of an election under this paragraph shall be paid or tendered, if same can be paid or tendered, within thirty-five (35) days from the date of this Order. Any owner electing this alternative shall be deemed to have relinquished all of its working interest and right to drill in the Woodford Unit covered hereby as to the initial well proposed to be drilled hereunder and as to any wells drilled in the Woodford Unit subsequent thereto. The relinquished interest is to be owned by Apache, unless by virtue of agreement among the participating parties such interest is proportionately shared. The subsequent proposal of a well targeting the Mississippian Unit will be treated as a subsequent well under the terms of Paragraph No. 8 below.

**PROVIDED**, if any payment of bonus due and owing under this Order cannot be made because the person entitled thereto cannot be located or is unknown, then said bonus shall be paid into an escrow account within ninety (90) days after the date of this Order and shall not be commingled with any funds of the Operator. Any royalty payments or other payments due to such person shall be paid into an escrow account by the holder of such funds. Responsibility for filing reports with the Commission as required by law and Commission rule as to bonus, royalty or other payments deposited into escrow accounts shall be with the applicable holder. Such funds deposited

in said escrow accounts shall be held for the exclusive use of, and sole benefit of, the person entitled thereto. It shall be the responsibility of the Operator to notify all other holders of this provision and of the Commission rules regarding unclaimed monies under pooling orders.

**PROVIDED**, if any payment of bonus due and owing under this Order cannot be made for any other reason, including, but not limited to, a valid title dispute raised by an Attorney, then such bonus shall be paid into an escrow account and shall not be commingled with any funds of the Operator. Any royalty payments or other payments due to such person shall be paid into an escrow account by the holder of such funds.

**PROVIDED**, however, 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 will create a burden on such interests, in excess of the normal 1/8 royalty defined above, then such excess royalty, overriding royalty or other payment out of production should be charged against the overriding royalty as hereinabove set forth, and the same should be reduced by the amount of any such excess.

**PROVIDED**, further, in the event the oil and gas interest of any owner electing an alternative to participation in the drilling of a well in the unit 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 3(b), 3(c), 3(d) or 3(e) above, then such owner shall be limited to the alternatives set out in such paragraphs for which that owner can deliver a net revenue interest equal to, or less than, that offered by such alternative.

**PROVIDED**, further, in the event the oil and gas interest of any owner electing an alternative to participation in the drilling of a well in the unit 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 3(b) above, then such owner shall be limited to the alternatives set out in paragraphs 3(c), 3(d), 3(e) or 3(f) above. **PROVIDED**, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(c) above, then such owner shall be limited to the alternative set out in such paragraph 3(d) above. **PROVIDED**, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(d) above, then such owner shall be limited to the alternative set out in such paragraph 3(e) above. **PROVIDED**, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(e) above, then such owner shall be limited to the alternative set out in such paragraph 3(f) above.

6. That each owner subject hereto may make any of the elections provided herein as to all or any part of the interest of such owner in Section 34 and must give notice as to whether such owner elects to participate in development as described in Paragraph No. 5 (a) above; to expressly waive such owner's right to separate elections as described in Paragraph No. 5 (b) above; or, or to elect an alternative to participation as described in Paragraphs No. 3(a), 3(b), 3(c), 3(d) or 3(e) above such owner accepts.

7. That each owner of the right to drill in said Section 34 in the described common source(s) of supply covered hereby who has not agreed to develop said common sources of supply shall be required to elect to either participate in the risk and expense of unit development or to select an alternative thereto as outlined above. Said election is to be made to Apache, in writing, within twenty (20) days from the date of this Order. In the event any such owner fails to elect within the time and in the manner as set out above which of the alternatives set forth above any such owner accepts, then such owner is deemed to have elected to accept the right to the separate election between the Woodford Unit and the Mississippian Unit described above. In such event, that owner shall be deemed to have taken the alternative provided in paragraph 5 (c) hereinabove as regards a separate election in the Woodford Unit, including the reduction in cash bonus as described herein. PROVIDED, however, if the oil and gas interest of any 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 burdens set out in paragraph 3(a) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(b) above (subject to the 70% allocation described above). PROVIDED, however, if the oil and gas interest of any 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 burdens set out in paragraph 3(b) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(c) above (subject to the 70% allocation described above). . PROVIDED, however, if the oil and gas interest of any 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 burdens set out in paragraph 3(c) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(d) above (subject to the 70% allocation described above). . PROVIDED, however, if the oil and gas interest of any 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 burdens set out in paragraph 3(d) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(e) above (subject to the 70% allocation described above). In the event any owner elects to do other than participate in the initial well proposed to be drilled in the Woodford Unit by paying its proportionate share of the costs thereof (and has not elected to waive their right to the separate election described above), or fails to make any election provided above, such owner shall be deemed to have relinquished unto Apache all of such owner's right, title, interest, or claim in such well, and any well drilled subsequent thereto in that Woodford Unit, except for any normal 1/8th royalty interest, defined above, or other share in production to which such owner may be entitled by reason of any election hereunder.

8. If an owner who has participated in the cost and expense of drilling the Woodford Unit proposes to drill a well, or conduct an operation, subsequent to the initial well drilled hereunder into that Woodford Unit, it shall mail a written proposal of that operation to each owner subject hereto who participated in the cost and expense of drilling said initial well. That proposal shall specify the location, estimated cost and estimated total depth of the proposed subsequent operation. The owners to whom such proposal is mailed shall have twenty (20) days from their receipt of that proposal within which to elect in writing to Apache whether they elect to participate in the cost of such subsequent operation; or, in the alternative, to elect one of the alternatives to participation set out in 3(a), 3(b), 3(c), 3(d) or 3(e) above. In that event, and if an election, or deemed election, is made for cash bonus consideration that owner shall be entitled to receive 70% of the full cash bonus described in those paragraphs

As regards the Mississippian Unit, if any owner who did not elect to waive their right to the separate election provided above proposes to drill a well, or conduct an operation in that Mississippian Unit, any such well will be treated as a subsequent well hereunder. In that event, the proposing owner shall mail a written proposal of that operation to each owner subject hereto who did not waive their right to the separate election provided above. That proposal shall specify the location, estimated cost and estimated total depth of the proposed subsequent operation in the Mississippian Unit. The owners to whom such proposal is mailed shall have twenty (20) days from their receipt of that proposal within which to elect in writing to Apache whether they elect to participate in the cost of such well or operation in the Mississippian Unit; or, in the alternative, to elect one of the alternatives to participation set out in 3(a), 3(b), 3(c), 3(d) or 3(e) above. In that event, and if an election, or deemed election, is made for cash bonus consideration that owner shall be entitled to receive 30% of the full cash bonus described in those paragraphs.

An owner electing to participate in any proposed subsequent operation shall pay to Apache its share of completed for production costs within five (5) days following expiration of the twenty (20) day election period provided in the preceding paragraphs.

If an owner fails to make a written election in response to the proposal of a subsequent operation in the Mississippian Unit ; or, after electing to participate, fails to pay the Operator its share of completed for production costs within the five (5) day period provided above, such owner shall be deemed to have taken the alternative provided in Paragraph 3(a) above (subject to the 30% allocation described above). PROVIDED, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(a) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(b) above (subject to the 30% allocation described above). PROVIDED, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(b) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(c) above (subject to the 30% allocation described above). PROVIDED, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(c) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(d) above (subject to the 30% allocation described

above). PROVIDED, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(d) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(e) above (subject to the 30% allocation described above). If the Applicant is required to make a payment of cash bonus under the terms of this Paragraph No. 8, such payment shall be made by Apache within thirty-five (35) days from the date of the subsequent well proposal for the Mississippian Unit.

An owner who elects not to participate in the cost and expense of any proposed subsequent operation, or who is deemed not to participate, shall relinquish all of its working interest and right to drill in the Woodford Unit and/or Mississippian Unit, whichever is applicable, as to the proposed subsequent operation and as to any operations performed or wells drilled subsequent thereto. The relinquished interest is to be owned by Apache, unless by virtue of agreement among the participating parties such interest is proportionately shared.

The proposed subsequent operation shall be commenced within 180 days from the date of the written proposal of that operation, and shall be diligently prosecuted to completion. If said operation is not commenced within the 180-day period, the rights relinquished by owners under this Paragraph No. 8 as a result of said proposal shall be reverted in those owners.

For purposes of this Paragraph No. 8, any owner who participates in the risk and expense of a well drilled under this order shall notify Apache of any assignment or transfer of its interest in the drilling and spacing unit. Apache shall then be obligated to mail the written proposal described above to that assignee, or transferee.

The term "subsequent well" or "subsequent operation" for purposes of this paragraph shall not include any side-tracking or other operation with respect to the initial or any subsequent well, and shall not include any well that is drilled as a replacement or substitute well for the initial 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 any such well, and no party subject to this Order shall have the right to make any subsequent elections as to any such side-tracking, replacement well, or substitute well.

9. That Operator, 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 any well drilled hereunder by paying such owner's proportionate part of the costs thereof. Such lien shall be upon any such owner's share of the production from the appropriate unit to the extent that costs incurred in the development and operation upon such unit are charged against such interest by order of the Commission or by operation of law. The owner, or owners, drilling, or paying for the drilling, or for the operation of a well for the benefit of all shall be entitled to production from such well which would be received by the owner or owners for whose benefit the well was drilled or operated, after payment of royalty, until the owner or owners drilling or operating the well have been paid the amount due under the terms of this Order.

10. In the event any owner elects to participate in a well drilled hereunder by paying its proportionate part of the costs and fails or refuses to pay or to secure the payment of such owner's proportionate part of the completed for production cost thereof; or, fails or refuses to pay or make any arrangements satisfactory to Apache for the payment thereof, all within the periods of time as prescribed in this order, then such owner is deemed to have taken the alternative provided in paragraph 3(a) above (subject to the allocation factor for cash bonus consideration as between the Woodford Unit and the Mississippian Unit). PROVIDED, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(a) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(b) above (subject to the allocation factor for cash bonus consideration as between the Woodford Unit and the Mississippian Unit). PROVIDED, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(b) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(c) above (subject to the allocation factor for cash bonus consideration as between the Woodford Unit and the Mississippian Unit). PROVIDED, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(c) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(d) above (subject to the allocation factor for cash bonus consideration as between the Woodford Unit and the Mississippian Unit). PROVIDED, however, in the event the oil and gas interest of any 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 burdens set out in paragraph 3(d) above, the owner of any such interest shall be deemed to have taken the alternative provided in paragraph 3(e) above (subject to the allocation factor for cash bonus consideration as between the Woodford Unit and the Mississippian Unit). Thereupon, and if Apache is required to make a payment of cash bonus under the terms of paragraph 3(a), 3(b), 3(c), 3(d) or 3(e) such payment shall be made by Apache within thirty-five (35) days after the last day of which such defaulting owner, under this Order, should have paid its proportionate part of such costs or should have made satisfactory arrangements for the payment thereof.

10. That:

**Apache Corporation  
2000 Post Oak Blvd., Suite 100  
Houston, TX 77056  
(713) 296-6000**

is designated as Operator of both the Woodford Unit and Mississippian Unit, and all common sources of supply named herein and the well, or wells, drilled hereunder. All elections must be communicated to Apache at the address above as required in this Order. Apache shall be required to pay all bonuses which may become due and payable under the terms of this Order.

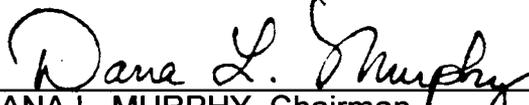
12. The payment of cash bonus and royalty hereunder is subject to Operator's receipt of a fully completed and executed Internal Revenue Service Form W-9 by the applicable respondent.

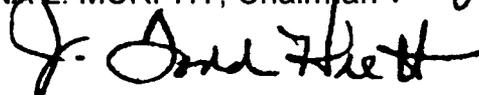
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PRIDE ENERGY COMPANY

13. That an Operator must commence operations for the drilling of the initial well proposed to be drilled hereunder, or other operations with respect to said well covered hereby within one (1) year from the date of this Order, and diligently prosecute the same to completion in a reasonably prudent manner, or this Order shall be of no force and effect, except as to the payment of bonuses hereunder.

14. That Apache or its attorney shall file with the Secretary of the Commission, within ten (10) days from the date of this order, an Affidavit stating that a copy of said Order was mailed within three (3) days from the date of this Order to all parties pooled by this order, whose addresses are known.

**CORPORATION COMMISSION OF OKLAHOMA**

  
\_\_\_\_\_  
DANA L. MURPHY, Chairman

  
\_\_\_\_\_  
J. TODD HIETT, Vice-Chairman

  
\_\_\_\_\_  
BOB ANTHONY, Commissioner

DONE AND PERFORMED THIS 11<sup>th</sup> DAY OF June, 2018.

BY ORDER OF THE COMMISSION:

  
\_\_\_\_\_  
~~PEGGY MITCHELL, Secretary of the Commission~~  
JOYCE CONNER, Assistant Secretary

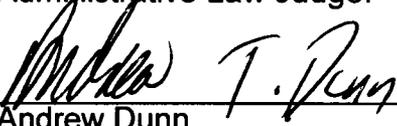
APPROVED AS TO CONTENT, AND FORM:

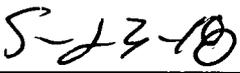
  
\_\_\_\_\_  
ATTORNEY FOR APPLICANT

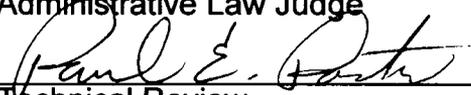
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PRIDE ENERGY COMPANY

**REPORT OF THE ADMINISTRATIVE LAW JUDGE**

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

  
\_\_\_\_\_  
Andrew Dunn,  
Administrative Law Judge

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paul E. Porter  
Technical Review

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**Listed below are all owners of oil and gas interests subject to this Pooling Order:**

1. Abby R. Bloch  
3546 Surfwood Road  
Malibu, CA 90265-5651
- 2A. Abdul-Jabbar Family Trust  
1436 Summitridge Drive  
Beverly Hills, CA 90210  
**Bad address**
- 2B. Abdul-Jabbar Family Trust  
1999 Avenue of the Stars, Ste. 2200  
Los Angeles, CA 90067  
**Bad address**
3. Ada Capital, Ltd.  
2701 State St.  
Dallas, TX 75204
4. Adams Beal Davenport GST Gift Trust  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
5. Anita Myers  
825 N. Dwight  
Pampa, TX 79065
6. **Dismissed**
7. Arnold A Kramer, Jr.  
230 W. 41st Street, 15th Floor  
New York, New York 10036-7207
8. Arthur Emil  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
9. Astrid H. Rottman, or Successor Trustee,  
Trustee of the Rottman Family Trust of 1984  
10261 Century Woods Dr., I  
Los Angeles, CA 90067
10. Bank of America, Successor to NationsBank  
of Texas Successor Trustee FBO Kelly Scott  
Beal  
4309 N. Garfield St.  
Midland, TX 79705
11. Barbara G. Gilbert 1997 Revocable Trust  
and Barbara G. Gilbert  
121 Law Road  
Briarcliff Manor, NY 10510
12. Barry A. Beal  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
13. Barry A. Beal Family Trust #0904  
FBO Stuart Beal  
c/o Prosperity Bank  
Attn: Bryan Limmer  
1401 Avenue Q  
Lubbock, TX 79401
14. Barry A. Beal Family Trust  
FBO Elizabeth Beal Davenport  
c/o Prosperity Bank  
P.O. Box 1401  
Lubbock, TX 79408  
**Bad address**
15. Barry A. Beal Family Trust  
FBO Barry A. Beal, Jr.  
c/o Prosperity Bank  
P.O. Box 1401  
Lubbock, TX 79408  
**Bad address**
16. Barry A. Beal Family Trust  
FBO Stephen Beal  
c/o Prosperity Bank  
1401 Avenue Q  
Lubbock, TX 79401
17. Barry Beal and Spencer Beal, Trustees of  
the Canton Beal Family Trust  
FBO Spencer Beal  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
18. Barry Beal and Spencer Beal, Trustees of  
the Canton Beal Family Trust  
FBO Barry Beal  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
19. Barry Beal, Jr.  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
20. Beth Burnam Trust of 1993  
2662 Santa Maria Road  
Topanga, CA 90290-4302

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21. Beth Burnam Trust of 1993  
c/o Norman Burnam  
520 Broadway, Suite 100  
Santa Monica, CA 90401  
**No evidence of receipt of certified mailing**
22. Billy Avery and Unknown heirs,  
Successors, Devisees, and Assigns of Billy  
Avery, deceased  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
23. Blank Living Investment Trust Dated July 24,  
1989  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
24. Bruce Burnham Trust of 1992  
520 Broadway #100  
Santa Monica, CA 90401  
**No evidence of receipt of certified mailing**
25. BTA Oil Producers, LLC  
104 S Pecos St  
Midland, TX 79701
26. C. M. Fleetwood  
3016 Castle Rock Road  
Oklahoma City, OK 73120  
**No evidence of receipt of certified mailing**
27. Carl Schoendorfer  
38 Fox Glove Road  
Hendersonville, NC 28739
28. Carlton Beat Family Trust FBO Carlton Beat  
Jr. a/k/a Carlton Evans Beal, Jr.  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
29. Canton Beat  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
30. Carlton Beat, Jr.  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
31. Carlton Beal Family Trust for Karlene Garber  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
32. Carlton Beat Family Trust for Kelly Beal  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
33. Carlton Evans Beal, Jr. Family Trust  
FBO of Carlton Beat III  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
34. Carlton Evans Beal, Jr. Family Trust  
FBO of Cristina Beat Johnstone  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
35. Carlton Evans Beal, Jr. Family Trust  
FBO of Helena Beal Pedregon  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
36. Canton Evans Beal, Jr. Family Trust  
FBO of Lauren Beal Sherry  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
37. Carole D. Schoendorfer  
3790 N River Hills Drive  
Tucson, AZ 85750
38. Charles Goldschmidt  
641 Lexington Avenue, 15th Floor  
New York, NY 10022
39. Charles Goldschmidt  
c/o Patricia Ann Goldschmidt  
710 The Crescent  
Mamaroneck, NY 10543
40. Chartiers, Ltd.  
P.O. Box 3084  
Midland, Texas 79701  
**Bad address**
41. Chartiers, Ltd.  
c/o BTA Oil Producers, LLC  
104 S. Pecos  
Midland, TX 79701
42. Chase Bank, Successor to Texas  
Commerce Bank, Trustee of Trust  
#1633041702, 03, 04  
500 W. Wall St.  
Midland, TX 79701

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43. Chase Bank, Successor to Texas Commerce Bank, Trustee for Elmore A. Willets, Jr. Trust  
500 W. Wall St.  
Midland, TX 79701
44. **Dismissed**
45. **Dismissed**
46. Citizen Energy II, LLC  
320 S Boston Avenue #1300  
Tulsa, OK 74170
- 47A. Constance B. Cartwright  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
- 47B. Constance B. Cartwright  
435 E. 52nd St.  
New York, NY 10022
48. Craig, Ltd.  
P.O. Box 2638  
Midland, TX 79702
49. Dalgliesh, LLC  
c/o Morris Radmin  
333 Jericho Turnpike #305  
Jericho, NY 11753  
**Bad address**
50. Dalgliesh, LLC  
c/o Morris Radmin  
2187 Cedar Swamp Rd.  
Glen Head, NY 11545
51. Daniel Clyman  
47 Bell Hollow Road  
Mount Kisco, NY 10549
52. Daniel P. Foley  
678 E. Solana Circle  
Solana Beach, CA 92075  
**Bad address**
53. Don D. Montgomery, Sr.  
2701 State Street  
Dallas, TX 75204
54. Don D. Montgomery, Sr. Trust dated  
12/3/1993  
BancorpSouth, Trustee  
P.O. Box 751  
El Dorado, AR 71731-0751
55. Donald Schoendorfer  
1842 Whitestone Terrace  
Santa Ana, CA 92705
56. Dorchester Resources, LP  
P.O. Box 18879  
Oklahoma City, OK 73154
57. Douglas L. White  
6415 Montview Blvd.  
Denver, CO 80207
58. E. McKee Craig, Jr.  
P.O. Box 26238  
Midland, TX 79702
59. Edward Goldschmidt Testamentary Trust  
FBO Bonnie L. Goldschmidt  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 7970
60. Elizabeth Kramer  
230 W. 41st Street, 15th Floor  
New York, New York 10036-7207
61. Elizabeth Wolff  
P.O. Box 801  
Lindenhurst, NY 10022  
**Bad address**
62. Elizabeth Wolff Trust  
P.O. Box 801  
Lindenhurst, NY 10022  
**Bad address**
63. Ellen R. Harvey  
215 4th Street N.  
Brigantine, NJ 08203
64. Ellen Stein  
875 Park Avenue  
New York, NY 10075
65. Estate of Betty Plank Dreiss  
John Dreiss, Personal Representative  
c/o Purple Sage Construction  
Attn: John S. Oreiss, Pres  
4008 Pirates Beach  
Galveston, TX 77554-8035
66. Fabian Minerals, LLLP  
7177 W. 8th Ave.  
Lakewood, CO 80214  
**No evidence of receipt of certified mailing**
67. FNTInc.  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701

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68. Forman Energy Corporation  
214 W Texas Avenue, Suite 1101  
Midland, TX 79701
69. Fountain Energy Co  
c/o Chemily Mgmt Co  
Attn: Charles G. Peterson  
11131 McCracken Cir, Ste A  
Cypress TX 77429-4463
70. Gary Slabodsky  
31 Acacia Drive  
Holbrook, NY 11741
71. Gerald N. Frank  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
72. Gerald J. Lynch as Trustee under  
Declaration of Trust dated Dec 29, 1981 of the  
Gerald J. Lynch Family Trust and Gerald J.  
Lynch, Trustee Under Declaration of Trust  
dated 12/29/81 of the Gerald J. Lynch Family  
Trust FBO Gerald J. Lynch & Mary Romaine  
Lynch  
542 E. Mariposa Dr.  
Redlands, CA 92373
73. GHK Royalty, LLC  
6305 Waterford Blvd., Suite 470  
Oklahoma City, OK 73118
74. Glickman Oil and Gas Properties, LLC  
6761 N Montezuma Drive  
Tucson, AZ 85718  
**Bad address**
75. Glickman Oil and Gas Properties, LLC  
c/o Randolph Glickman  
8425 Rochelle Rd.  
San Antonio, TX 78240
76. Goldschmidt & Goldschmidt  
Goldschmidt Family Trust, Lawrence E.  
Goldschmidt and Ellen C. Goldschmidt,  
Co-Trustees  
c/o Lawrence E. Goldschmidt  
641 Lexington Avenue, 17th Floor  
New York, NY 10022-4503
77. Gregory Ralph Stone 2004 Trust  
7740 Autumn Ridge Circle  
Reno, NV 89523  
**Bad address**
78. Gregory Ralph Stone 2004 Trust  
124 W. Jeffrey Pine Rd.  
Reno, NV 89511  
**No evidence of receipt of certified mailing**
79. Hazelwood, Inc.  
6801 N Broadway Ext #320  
Oklahoma City, OK 73116
80. Herbert Feinberg  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
81. Hill Cowden Davenport GST Gift Trust  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
82. Howard Essner Revocable Trust  
Howard Essner, Trustee  
10 Plymouth Road  
Rye, NY 10580  
**Bad address**
83. Howard Essner Revocable Trust  
Howard Essner, Trustee  
3740 S. Ocean Blvd., Apt. 806  
Highland Beach, FL 33487
84. Howdon Resources  
ATTN: Howard Essner and Donald Heller  
c/o BTA Oil Producers, LLC  
104 S. Pecos  
Midland, TX 79701
85. James Currie, a/k/a James R. Currie  
James R. Currie, Trustee  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
86. James Foley  
9167 SW 149th Ave.  
Beaverton, OR 97007
87. James G. Foley  
9167 SW 149th Ave.  
Beaverton, OR 97007
88. James Spiegelman  
3 East Lenox Street  
Chevy Chase, MD 20815
89. Jane C. Gottschalk  
27 Hurlbut Street  
Cambridge, MA 02138  
**Bad address**
90. Jasdec Oil Partners  
P.O. Box 1518  
Roswell, New Mexico 88202

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91. Jasdec Oil Partners and Rottman Oil Partners  
f/k/a Jasdec Oil Partners  
10261 Century Woods Dr  
Los Angeles, CA 90067
92. Jerome Breslaw  
1175 York Avenue  
New York, NY 10021
93. Jimmy Willett  
708 Mora Ave.  
Pampa, TX 79065
94. Joan N. Fleetwood, Trustee of the Carlisle M.  
Fleetwood Revocable Lifetime Trust dated  
8/12/1996  
3016 Castle Rock Road  
Oklahoma City, OK 73120  
**No evidence of receipt of certified mailing**
95. Joel Gisler and Julia C. Gisler, Trustees of the  
Gisler Family Trust dated 10/26/1990  
1470 NE 1st St.,#1000  
Bend, OR 97701
96. Joel Gisler, Trustee of the Gisler Family Trust  
1470 NE 1st St.,#1000  
Bend, OR 97701
97. John Dreiss, Personal Representative of the  
Estate of Betty Plank Dreiss  
P.O. Box 17047  
Galveston, TX 77552  
**No evidence of receipt of certified mailing**
98. Jonathan Gould  
P.O. Box 77  
Willow, NY 12495
99. Jonathan Gould  
P.O. Box 222  
Livingston, NY 12541
100. Joseph Fabian  
7177W. 8th Ave  
Lakewood, CO 80214  
**No evidence of receipt of certified mailing**
101. Joseph Giordano  
31 Peachcroft Drive  
Bernardsville, NJ 07924
102. Joseph Gluckman  
113 Greenwood Drive  
Massapequa, NY 11758  
**Bad address**
103. Joseph Gluckman  
8 Bayview Dr.  
Plainview, NY 11803
104. Joseph Scott Jeffress  
305 Almond Ave.  
Amarillo, TX 79107  
**No evidence of receipt of certified mailing**
105. Judith H. Davenport, Trustee  
1 Winchester Ct.  
Midland, TX 79705
106. Judith K. Goodkind Trust Fund  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 7970
107. Judson Gould  
14027 Berryville Rd  
Germantown, MD 20874
108. Julie Ann Lynch Russell  
530 Madeline Dr.  
Pasadena, CA 91105  
**No evidence of receipt of certified mailing**
109. Katherine Seiden  
911 Park Avenue  
New York, NY 10075
110. Kathy Spiegelman  
67 Walnut Place  
Brookline, MA 02445
111. Keleen Beat  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
- 112A. Kelly Beal, alk/a Kelly Scott Beat  
c/o Prosperity Bank  
1401 Avenue Q  
Lubbock, TX 79401
- 112B. Kelly Scott Beat, Successor Trustee  
Bank of America, Successor to  
NationsBank of Texas  
4309 N. Garfield St.  
Midland, TX 79705
113. Kelly Beat Family Trust  
FBO Kelley Beal  
c/o Prosperity Bank  
Attn: Bryan Limmer  
1401 Avenue Q  
Lubbock, TX 79401

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114. Kelly Beat Family Trust  
FBO Leigh Beal  
c/o Prosperity Bank  
Attn: Bryan Limmer  
1401 Avenue Q  
Lubbock, TX 79401
115. Kelly Beat Family Trust  
FBO Robin Beal  
c/o Prosperity Bank  
Attn: Bryan Limmer  
1401 Avenue Q  
Lubbock, TX 79401
116. Kimberly E. Beal GST Trust  
c/o Prosperity Bank  
Attn: Bryan Limmer  
1401 Avenue Q  
Lubbock, TX 79401
117. Kramer Family Joint Venture  
230 W. 41st, 15th Floor  
New York, NY 10036
118. Lewis G. Johnson and Charlotte A Johnson  
Revocable Trust Agreement  
22739 152nd Road  
Burden, KS 67019
119. Lynard Chris Hinojosa, Jr. 2012 Trust  
c/o Prosperity Bank  
1401 Avenue Q  
Lubbock, TX 79401
- 120A. Lynne J. Goldring  
320 72nd St  
New York, NY 10021
- 120B. Lynne J. Goldring  
7 Woodhill Rd.  
Westport, CT 06880  
**Bad address**
121. M. Robert Gallop 1997 Revocable Trust UA  
Dated November 12, 1997  
150 East 69th Street  
New York, NY 10021  
**Bad address**
122. Marado Minerals, LLC  
6415 Montview Blvd  
Denver, CO 80207
123. Martin B. Kramer  
230 W. 41st Street, 15th Floor  
New York, New York 10036-7207
124. McCall Harvey Davenport GST Gift Trust  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
125. Mid-Continent Land Services, LLC  
P.O. Box 30188  
Edmond, OK 73003
126. Midland National Bank, Trustee  
Trust#04 17-01-7  
P.O. Box 2097  
Midland, TX 99702
127. Midland National Bank, Trustee  
Trust#04 17-01-7  
c/o Wells Fargo  
500 W. Texas Ave.  
Midland, TX 79701
128. Midway Energy Partners, LP  
11131 McCracken Circle Suite A  
Cypress, TX 77429
129. Mohan Petroleum Oklahoma, LLC.  
c/o Chesapeake Exploration Limited  
Partnership  
P.O. Box 54768  
Oklahoma City, OK 73154-1768
130. Montgomery Exploration Company, Ltd.  
2701 State Street  
Dallas, TX 75204
131. Morris Associates II  
c/o Frederic H. Morris  
18 Boardman Avenue  
Manchester, Maine 01944
132. Nancy Beal  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
133. NBI Properties, Inc.  
P.O. Box 4470  
Tulsa, OK 74159
134. Patricia Ann Wolff  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
135. Patricia Ann Wolff  
110 E. 57th St., Apt. 16B  
New York, NY 10022

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136. Patricia Ann Wolff Trust  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
137. Patricia Ann Wolff Trust  
110 E. 57th St., Apt. 16B  
New York, NY 10022
138. Patricia M. Booth  
17 East 89th Street  
New York, NY 10028
139. Patrick M. Gisler  
P.O. Box 620  
Slough House, CA 95683  
**Bad address**
140. Paul T. Cohen  
105 Fifth Avenue  
New York, NY 10003
141. Paul T. Cohen, Trustee of the Paul Cohen  
Testamentary Trust  
105 Fifth Avenue  
New York, NY 10003
142. Peter B. Wilkinson  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
143. Peter Dix, Ltd.  
1803 East Rockwood Boulevard  
Spokane, Washington 99203  
**Bad address**
144. Rebecca G. Beal GST Trust  
c/o Prosperity Bank  
Attn: Bryan Limmer  
1401 Avenue Q  
Lubbock, TX 79401
145. **Dismissed**
146. Rhino Resources Company, LLC  
1021 Northwest Grand Blvd  
Oklahoma City, OK 73118
147. Richard C. Gallop  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, Texas 79701
148. Robert G. Stone and Pamela G. Stone,  
Trustees U/T/A dated 6/15/98 Trust A  
P.O. Box 1392  
Santa Rosa, CA 95402-1392
149. Robert G. Stone and Pamela G. Stone,  
Trustees U/T/A dated 6/15/98 Trust B  
P.O. Box 1392  
Santa Rosa, CA 95402-1392
150. Robert M. Davenport  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
151. Robert M. Davenport, Jr.  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
152. Roberta Montgomery Fonville Exempt  
Trust  
c/o BancorpSouth Wealth Management,  
Trustee  
P. O. Box 47  
Fort Smith, AR 72901-0047
153. Roberta Montgomery Fonville Exempt  
Trust  
c/o BancorpSouth Wealth Management,  
Trustee  
1222 Rogers Avenue  
Fort Smith, AR 72901
154. Roberta Montgomery Fonville Exempt  
Trust  
c/o BancorpSouth Wealth Management,  
Trustee  
P.O. Box 751  
El Dorado, AR 71731
155. Roberta Montgomery Fonville Trust  
c/o BancorpSouth Wealth Management,  
Trustee  
P. O. Box 47  
Fort Smith, AR 72901-0047
156. Roberta Montgomery Fonville Trust  
c/o BancorpSouth Wealth Management,  
Trustee  
1222 Rogers Avenue  
Fort Smith, AR 72901
157. Ronald Willett  
5614 Hathaway Ct.  
Midland, TX 79707
158. Roberta Montgomery Fonville Trust  
c/o BancorpSouth Wealth Management,  
Trustee  
P.O. Box 751  
El Dorado, AR 71731

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PRIDE ENERGY COMPANY

159. Roger P. Palma  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
160. Rose Mary Mitchell, Trustee of the Rose  
Mary Mitchell Family Trust  
727 S. Orange Grove Blvd., Unit 2  
Pasadena, CA 91105  
**No evidence of receipt of certified mailing**
161. Salvatore Giordano 1990 Irrevocable Family  
Trust  
Salvatore Giordano, Jr. and Joseph Giordano,  
Co Trustees  
31 Peachcroft Drive  
Bernardsville, NJ 07924
162. Saul Poliak  
c/o Abby R. Bloch  
3546 Surfwood Road  
Malibu, CA 90265-5651
163. Saul Poliak  
c/o James Spiegelman  
3 East Lenox Street  
Chevy Chase, MD 20815
164. Saul Poliak  
c/o Kathy Spiegelman  
67 Walnut Place  
Brookline, MA 02445
165. Saul Poliak  
c/o Kelly Beal  
104 South Pecos  
Midland, Texas 79701
166. Saul Poliak  
c/o Rita Kotch Burns  
205 Oakview Drive  
Delray Beach, Florida 33445  
**Bad address**
167. Saul Poliak  
c/o Suzanne Spiegelman  
24 East Newfield Way  
Bala-Cynwyd, PA 19004
168. Saul Poliak  
c/o Wilbar Partners L.P.  
3440 S. Ocean Blvd., Apt. 302N  
Palm Beach, Florida 33480  
**Bad address**
169. Saul Poliak  
c/o William Spiegelman  
412 Academy Circle  
Merion Station, PA 19006  
**Bad address**
170. Scharffenberger Living Trust  
4 Appaloosa Lane  
Rolling Hills, CA 90274
171. Scharffenberger Living Trust  
c/o George T. Scharffenberger, Tr.  
4926 Bradley Blvd.  
Chevy Chase, ND 20815
172. Scott Evans Beal  
1317 Duende Lane  
Pacific Palisades, CA 90272  
**Bad address**
173. Scott Evans Beal  
1346 Charmel Pl.  
Pacific Palisades, CA 90272
174. Sheridan Family Partners, LP  
51 Grundy Place  
Merrick, NY 11566
175. Spencer Beal  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
176. Spencer Beal Family Trust  
FBO Kimberly Beal  
c/o Prosperity Bank  
Attn: Bryan Limmer  
1401 Avenue Q  
Lubbock, TX 79401
177. Spencer Beal Family Trust  
FBO Rebecca Beal  
c/o Prosperity Bank  
Attn: Bryan Limmer  
1401 Avenue Q  
Lubbock, TX 79401
178. Spencer Beal Family Trust  
FBO Spencer Beal, Jr.  
c/o Prosperity Bank  
Attn: Bryan Limmer  
1401 Avenue Q  
Lubbock, TX 79401
179. Spencer E. Beal GST Trust  
and Spencer E. Beal, Jr. GST Trust  
c/o Prosperity Bank  
Attn: Bryan Limmer  
1401 Avenue Q  
Lubbock, TX 79401

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180. Stanley J. Goldring and Donald Ercole, Co-Trustees of the Testamentary Trust of Edward Goldschmidt FBO Bonnie L. Goldschmidt  
Steven A. Ruskin  
7 Doral Greens Drive West  
Rye Brook, NY 10573
181. Steven A. Ruskin  
7 Doral Greens Drive West  
Rye Brook, NY 10573
182. Stimmel Family Living Trust  
33750 Briggs Road  
Menifee, CA 92584
183. Stuart E. Beal, a/k/a Stuart Beal  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
184. Successor Trustee of the M. Robert Gallop, deceased, Trustee of the M. Robert Gallop 1997 Revocable Trust UA Dated 11/12/97  
c/o Barbara G. Gilbert  
121 Law Rd.  
Briarcliff Manor, NY 10510
185. Sue Ellen Richardson, Trustee of the William E. Richardson Trust B  
P.O. Box 3165  
Tulsa, OK 74101
186. Suzanne Spiegelman  
24 East Newfield Way  
Bala-Cynwyd, PA 19004
187. The Ashley Carruth Beal GST Gift Trust  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
188. The Cynthia Keleen Beal GST Gift Trust  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
189. The First National Bank of Midland, Trustee, Trust #351  
310 West Wall Street #100  
Midland, TX 79701
190. The Gisler Family Trust  
Joel Gisler and Julia C. Gisler, Trustees  
1470 NE 1st Street #1000  
Bend, OR 97701
191. TEP Anadarko Basin South III, LLC  
c/o Titanium Exploration Partners, LLC  
320 South Boston #1000  
Tulsa, OK 74103
192. TEP Anadarko Basin South III, LLC  
c/o Titanium Exploration Partners, LLC  
4600 Wells Fargo Center  
900 5 7th St.  
Minneapolis, MN 55402
193. TEP Anadarko Basin South IV, LLC  
c/o Titanium Exploration Partners, LLC  
320 South Boston #1000  
Tulsa, OK 74103
194. TEP Anadarko Basin South IV, LLC  
c/o Titanium Exploration Partners, LLC  
4600 Wells Fargo Center  
900 5 7th St.  
Minneapolis, MN 55402
195. Terence Lynch & Constance Lynch, Co Trustees of the Terence D. Lynch & Constance York Lynch Family Trust  
1457 San Remo Dr.  
Pacific Palisades, CA 90272
196. The Kathryn Patricia Beal GST Gift Trust  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
197. The Michael Adams Beal GST Gift Trust  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701
198. TLW Investments, LLC  
1001 Fannin St., Ste 2020  
Houston, TX 77002
199. Trust Under the Will of Samule Klau  
c/o Howard Gordon  
2035 NE 201 Terrace North  
Miami Beach, FL 33179
200. Unit Petroleum Co.  
8200 South Unit Drive  
Tulsa, OK 74132
201. Unknown Heirs, Successors, Devisees, and Assigns of Arnold Kramer  
c/o BTA Oil Producers, LLC  
104 S. Pecos  
Midland, TX 79701
202. Unknown Heirs, Successors, Devisees, and Assigns of Arthur Emil  
c/o Lydia M. Emil, David A. Emil, and Oded Aboodi, Co-Executor of the Estate of Arthur D. Emil  
680 5th Ave., 7th Floor  
New York, NY 10019

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- 203. Unknown Heirs, Successors, Devisees, and  
Assigns of C.M. Fleetwood  
Joan M. Fleetwood  
3016 Castle Rock Rd  
Oklahoma City, OK 73120  
**No evidence of receipt of certified mailing**
- 204. Unknown Heirs, Successors, Devisees, and  
Assigns of R. L. Brantley, deceased  
c/o Royal R. Brantley  
7707 Pineridge Dr.  
Amarillo, TX 79119
- 205. Vitruvian II Woodford, LLC  
4 Waterway Square Place, Ste 400  
The Woodlands, TX 77380
- 206. **Dismissed**
- 207. Viola M. Poytress-Grooms  
1500 W. 6th St.  
Okmulgee, OK 74447
- 208. V S Salmon  
c/o BTA Oil Producers, LLC  
104 South Pecos  
Midland, TX 79701