

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANT: MIDSTATES PETROLEUM)
COMPANY LLC)
RELIEF SOUGHT: POOLING) CAUSE CD 201302718-T
LEGAL DESCRIPTION: SECTION 12, TOWNSHIP 26)
NORTH, RANGE 15 WEST, WOODS COUNTY)
OKLAHOMA)

ORDER NO. 612666

ORDER OF THE CORPORATION COMMISSION

This Cause came on for hearing before an Administrative Law Judge for the Corporation Commission of the State of Oklahoma, on the 14th day of May, 2013, at 8:30 a.m., in the Commission Courtroom, Eastern Regional Service Office of the Corporation Commission, Tulsa, Oklahoma, for the purpose of hearing, taking testimony and reporting her findings and recommendations to the Commission.

Michael D. Stack Attorney, appeared for Midstates Petroleum Company LLC

The Administrative Law Judge heard the Cause and filed her report with the Commission, which report has been considered and the Commission therefore finds as follows:

FINDINGS

1. That this is the application of Midstates Petroleum Company, LLC for an Order pooling the interests and adjudicating the rights and equities of oil and gas owners in the Mississippian common source of supply underlying Section 12, Township 26 North, Range 15 West, Woods County, Oklahoma. The respondents named in this Order are listed on the Exhibit "A" attached hereto.

2. The Commission has jurisdiction of the subject matter herein and of the persons interested therein and has jurisdiction to enter this order as hereinafter set forth. Notice of the filing of the application herein and of the time, date and place of the hearing hereon 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 and the Administrative Law Judge conducted a judicial inquiry into the sufficiency of Applicant's search to determine the names and whereabouts of the respondents who were served by publication and based upon the evidence adduced, the Commission finds that

Applicant has exercised due diligence and has conducted a meaningful search of reasonably available source at hand. The Commission hereby approves the publication service given herein as meeting the statutory requirement, rules of the Commission and minimum standards of state and federal due process, and finds that notice has been given in all respects as required by law and the rules of the Commission.

3. That the land described in paragraph 1 above is a drilling and spacing unit for the common source of supply also named in paragraph 1 by drilling and spacing Order No. 73247.

4. That Applicant and Operator, owners of the right to drill on said drilling and spacing unit, have not agreed with all of the other owners in the drilling and spacing unit. The Operator request the Corporation Commission issue an Order requiring such owners to pool their interests and develop the drilling and spacing unit as a unit and common source of supply covered hereby.

5. That Applicant and Operator proposes to develop said unit and the common source of supply therefore by the drilling of a unit well or wells if hereinafter authorized to be drilled on the drilling and spacing unit thereon and, to avoid the drilling of unnecessary wells and to protect correlative rights, all owners should be required to pool and develop the unit and common source of supply covered hereby, upon the terms and conditions set out in "Order" below, all of which are found hereby, after a consideration of the substantial evidence 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 his just and fair share of the production from the unit.

6. 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 on a unit basis.

ORDER

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

1. That Operator proposes to develop as a unit **Section 12, Township 26 North, Range 15 West, Woods County, Oklahoma**, a drilling and spacing unit for the **Mississippi Lime** common source of supply, and to develop the unit and the common source of supply therefore, and the rights and equities of all oil and gas owners covered hereby are pooled, adjudicated, and determined.

2. a. That estimated well costs for the well are:

Completed for production - \$ 4,777,623.00

Completed as a dry hole - \$ 2,041,846.00

b. **An owner can elect \$ 1,450.00 per acre cash with a 3/16 royalty. The \$1,450.00 per acre cash with a normal 1/8 royalty, plus an additional 1/16 of**

8/8 override, is a fair, reasonable, and equitable bonus to be paid unto each owner who elects not to participate in said well or wells if hereinafter authorized to be drilled on the drilling and spacing unit by paying such owner's proportionate part of the cost thereof; such cash bonus plus overriding or excess royalty, when paid as set out in this Order, is satisfaction in full for all rights and interests of such owner in the unit covered hereby as defined in 52 O.S., Section 87.1(e).

- c. **An owner can elect \$1,000.00 per acre cash with a 1/5 royalty.** The \$1,000.00 per acre cash with a normal 1/8 royalty, plus an additional 7.5% override, is a fair, reasonable, and equitable bonus to be paid unto each owner who elects not to participate in said well or wells if hereinafter authorized to be drilled on the drilling and spacing unit by paying such owner's proportionate part of the cost thereof; such cash bonus plus overriding or excess royalty, when paid as set out in this Order, is satisfaction in full for all rights and interests of such owner in the unit covered hereby as defined in 52 O.S., Section 87.1(e).

PROVIDED, that each owner of the right to drill in said drilling and spacing unit who elects to accept either paragraph 2b or 2c defined above shall relinquish unto the Operator all of owners right, title and interest as defined above in said well or wells if hereinafter authorized to be drilled on the drilling and spacing unit drilled and completed in the common source of supply named in this Application.

PROVIDED, however, that any excess royalty, overriding royalty, or other payments out of production shall be charged against the overriding or excess royalty, or overriding royalty, as hereinabove set forth, and same shall be reduced by the amount of any such excess.

3. That any owner of the right to drill on said drilling and spacing unit who has not agreed with the Operator to develop said "pooling unit" and common source of supply is accorded the following elections as to all or any part of such owner's interests as to each election:

- a. **To participate in the development of the unit and common source of supply by agreeing to pay such owner's proportionate part of the actual cost of the unit well covered hereby and paying, as set out herein, to Operator, Midstates Petroleum Company LLC, such owner's proportionate part of the estimated completed for production cost thereof, as set out in paragraph 2a above, or by securing or furnishing security for such payment satisfactory to the Operator so as to assure timely payment of such cost; in all events such owner's cost in said unit well 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 costs of said unit well, or the securing of such costs, or the furnishing of security therefore, as aforesaid, **within 25 days from the date of this order**, such owners' proportionate part of the costs of, and of the production from such unit well, to be in proportion to the number of acres such owner has in the unit; or,

- b. **To receive the cash bonus as set out in paragraph 2b or 2c above, which shall be paid or tendered, if same can be paid or tendered, within 35 days from the date of this Order**, or, if any payment of bonuses due and owing under the order cannot be made to any such party entitled to such payment, then said bonuses, and any royalty payments due such party, shall be paid into an escrow or trust account and shall not be commingled with any funds of the Operator. Such funds deposited in said escrow or trust account shall be held for the exclusive use of, and sole benefit of, the party or parties entitled thereto.

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 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 the 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.

(See attached Exhibit "A" for list of Respondents).

4. That each owner of the right to drill in said drilling and spacing unit to said common source of supply covered hereby, who has not agreed to develop said unit, other than the Operator, shall elect as to all or any part of the interest of such owner in the unit which of the elections set out in Paragraph 3 above such owner accepts, said election to be made to **Midstates Petroleum Company LLC, 321 South Boston, Ste 600, Tulsa, OK 74103, in writing, within 20 days from the date of this Order**; in the event any owner fails to elect 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 is deemed to have elected to receive the cash bonus as set out in paragraph 2b above, unless owner cannot deliver the net revenue associated with the 2b provision, then said owner shall

be deemed to accept paragraph 2c above. In the event any owner elects to do other than participate in the unit 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 Operator all of such owner's right, title, interest, or claim in said unit well or wells if hereinafter authorized to be drilled on the drilling and spacing unit, except for any normal 1/8 royalty interest, defined above, and other share in production to which such owner may be entitled by reason of an election hereunder.

5. 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), on the interest of any owner, subject to this Order, who has elected to participate in the unit 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 said unit 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 cost as set out in paragraph 2a above, or fails or refuses to pay or make an arrangement with the Operator for the payment thereof, all within the periods of time as prescribed in this Order, then such owner is deemed to have elected to receive the cash bonus as set out in paragraph 2b above, unless owner cannot deliver the net revenue associated with the 2b provision, then said owner shall be deemed to accept paragraph 2c above. Thereupon, the payment of such cash bonus shall be made by Operator within 35 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.

6. **That Midstates Petroleum Company LLC, 321 South Boston, Ste. 600, Tulsa, OK 74103 is designated Operator of the unit pooling and the common source of supply covered hereby and all elections must be communicated to said Operator at the address above as required in this Order.** That Operator, Midstates Petroleum Company, LLC, has the proper surety and plugging bond on file.

7. That Operator must commence operations for the drilling of the unit well within one 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 the cash consideration reflected in paragraph 2b and 2c above.

8. 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.

9. Participation in Subsequent Wells: If, subsequent to the drilling of the initial unit well provided for herein, another well is proposed in the drilling and spacing unit covered hereby under

the plan of development established by this Order, the Operator shall send written notice of the proposed subsequent well to each party who timely and properly elected to participate in the initial well. The written notice shall be sent by certified mail to the last known address of each respondent 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 from date of the notice in which to elect**, in writing, to the operator whether or not to continue to participate in the development of the separate common source of supply and the drilling and spacing unit 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 provision provided for in paragraph 2b or 2c as defined above for compensation in full for all rights and interest of such owner in all subsequent well(s). Should an owner make no election, then the owner shall be deemed to accept the highest bonus consideration with the net revenue the owner can deliver. The cash bonus elected to be paid or tendered **within 35 days from date of notice**.

In the event a party who is entitled to make a written election as to a subsequent well as provided for herein, 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, then such owner shall be deemed to have relinquished unto Operator all of such owner's right, title, interest or claim in and to all subsequent well(s) less and except the bonus and/or royalty provided in paragraph 2b or 2c above.

Any party electing to participate in a subsequent well shall pay such party's proportionate part of the anticipated completed for production costs as set forth in the notice or reach an agreement with the Operator concerning the well cost **within 25 days from date of the written notice**. The payment to be made to Operator at its then current address. In the event an owner elects as to the proposed subsequent well but fails or refuses to pay or secure the payment of such owner's proportionate part of the estimated completed for production well costs within the manner and time prescribed herein, then such owner shall be deemed to have withdrawn its election to participate in the proposed subsequent well and shall be deemed to accept in all subsequent well(s) the royalty and/or bonus based on the highest net revenue the owner can deliver to the Operator defined in paragraph 2b or 2c above.

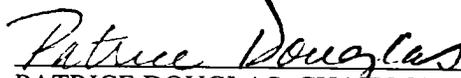
As to any subsequent well proposed under this paragraph, Operator shall commence, or cause to be commenced, operations on the subsequent well **within 180 days from the date of written notice** proposing the subsequent well, and shall thereafter continue such operations with due diligence to completion. If operations on 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 Operator. In such event all rights acquired from the parties electing in the proposed subsequent well not to continue to participate in the development of the separate common source of supply and drilling and spacing units under the plan of development established by this Order, shall be relinquished by Operator and any other acquiring party and such relinquished rights shall revert 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 herein under the plan of development established by this Order and shall not terminate such plan of development.

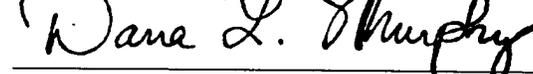
The term subsequent well for purposes of this paragraph shall not be deemed to include any side-tracking or other operation with respect to the initial unit well and shall not be deemed to be any well that is drilled as a replacement or substitute well for the initial unit well or any subsequent well 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.

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

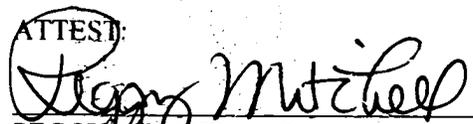
CORPORATION COMMISSION OF OKLAHOMA


PATRICE DOUGLAS, CHAIRMAN


BOB ANTHONY, VICE CHAIRMAN

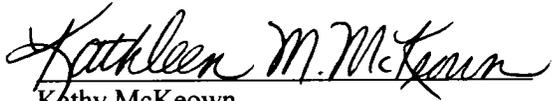

DANA L. MURPHY, COMMISSIONER

DONE AND PERFORMED THIS 12 DAY OF JUNE, 2013.

ATTEST:

PEGGY MITCHELL, Secretary

REPORT OF THE ADMINISTRATIVE LAW JUDGE

The foregoing Findings and Order are the report and recommendation of the Administrative Law Judge.



Kathy McKeown
Administrative Law Judge

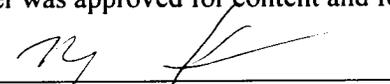
6/4/13
Date



Reviewer

6-4-13
Date

This Order was approved for content and form.

BY: 

MICHAEL D. STACK, OBA #8530
943 East Britton Road
Oklahoma City, Oklahoma 73114
Bus (405) 286-1717 Fax (405) 286-2122
Attorney for Applicant

EXHIBIT "A"

KNOWN RESPONDENTS

1. Chesapeake Exploration, L.L.C.
P.O. Box 18496
Oklahoma City, OK 73154-0496

DISMISSALS:

None

RESPONDENTS WITH UNKNOWN ADDRESS:

2. Riverbend Drilling Partners, LP
1400 Preston Rd, Suite 400
Plano, TX 75093

CURATIVE:

None