

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANT: OEX-1, LLC)
)
RELIEF SOUGHT: POOLING) CAUSE CD 201005436-T
)
LEGAL DESCRIPTION: SECTION 22, TOWNSHIP 20)
NORTH, RANGE 1 EAST, NOBLE COUNTY, OKLAHOMA)
)
)

585305

ORDER NO. _____

ORDER OF THE CORPORATION COMMISSION

This Cause came on for hearing before Kathy McKeown, Administrative Law Judge for the Corporation Commission of the State of Oklahoma, on the 5th day of April, 2011, 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 the Applicant; John Reeves, Attorney, appeared for Sandridge Exploration and Production.

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 OEX-1, LLC, for an Order pooling the interests and adjudicating the rights and equities of oil and gas owners in the **Cleveland and Mississippian** common sources of supply underlying **Section 22, Township 20 North, Range 1 East, Noble 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 sources at hand. The Commission hereby approves the publication service given herein as meeting the statutory

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requirements, 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 are drilling and spacing units for the common sources of supply also named in paragraph 1 by drilling and spacing Order No. 584608.

4. That Applicant, owner 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 Applicant requests the Corporation Commission issue an Order requiring such owners to pool their interest and develop the drilling and spacing unit as a unit and common sources of supply covered hereby.

5. That Applicant proposes to develop said unit and the common sources 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 sources 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 22, Township 20 North, Range 1 East, Noble County, Oklahoma**, a drilling and spacing unit for the **Cleveland and Mississippian** common sources of supply, and to develop the unit and the common sources 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 producing well are:

Completed as a dry hole - \$ 1,207,900.00
Completed for production - \$ 2,694,760.00

b. **An owner can elect \$ 250.00 per acre cash with a 3/16 royalty.** The \$250.00 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).

PROVIDED, that each owner of the right to drill in said drilling and spacing unit who elects to accept either paragraph 2b 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 sources 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 sources 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 sources 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 Applicant,** such owner's proportionate part of the estimated completed cost of the producing well and the disposal well, as set out in paragraph 2a above, or by securing or furnishing security for such payment satisfactory to the Applicant 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, 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 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 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 Applicant or 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 Applicant or 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 Applicant 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 sources 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 **OEX-1, L.L.C., 4870 South Lewis Ave., Ste 240, Tulsa, Oklahoma 74105, 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. In the event any owner elects to do other than participate in said 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. 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 OEX-1, L.L.C., 4870 South Lewis Ave., Ste 240, Tulsa, Oklahoma 74105 is designated Operator of the unit pooling and the common sources of supply covered hereby and all elections must be communicated to said Operator at the address above as required in this Order.** That Operator, OEX-1, L.L.C., 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 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 units covered hereby under the plan of development established by this Order, Operator 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. 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

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operator whether or not to continue to participate in the development of the separate common sources of supply and 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 provision provided for in Paragraph 2b as defined above for compensation in full for all rights and interest of such owner in the unit covered hereby. The cash bonus elected to be paid or tendered **within 35 days from date of notice.**

In the event any party who is entitled to make a written election as to a subsequent well as provided for herein, shall fail to timely and properly to 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 sources 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 except for such party's share of the cash bonus set forth in Paragraph 2b above.

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 costs of the proposed subsequent well, and shall pay such party's proportionate part of the anticipated completed for production costs as set forth in the notice **within 25 days from date of notice thereof**, said payment to be made to Operator at its then current address. Upon such timely payment, or the furnishing of security thereof satisfactory to the Operator, such parties election to continue to participate in the development of the drilling and spacing units 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 well 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 in accordance to provisions as set forth herein.

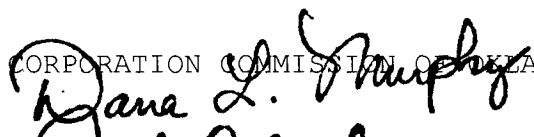
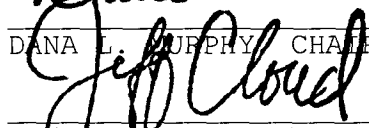

As to any subsequent well proposed under this paragraph, Operator shall commence, or cause to be commenced, operations on the subsequent well **within 180 days from the date of written notice** proposing the subsequent well, and shall thereafter continue such operations with due diligence to completion. 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

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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 sources 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 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 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

DANA L. MURPHY, CHAIR

JEFF CLOUD, VICE CHAIRMAN

BOB ANTHONY, COMMISSIONER

DONE AND PERFORMED THIS 12 DAY OF MAY, 2011.

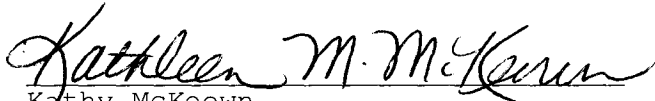
ATTEST:


PEGGY MITCHELL, Secretary

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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

5/5/11
Date


Reviewer

5-5-11
Date

This Order was approved for content and form.

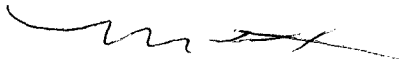

BY: _____
MICHAEL D. STACK, OBA #8530
943 East Britton Road
Oklahoma City, Oklahoma 73114
Bus (405) 286-1717 Fax (405) 286-2122
Attorney for Applicant

Exhibit "A"
Pooling Respondent List
Sec 22-20N-1E, Noble
Cause CD 201005436-T

1 Mary Margaret Altinger
3010 N. Hancock Ave., #24
Colorado Springs CO 80907
Certified Mail Returned - Address Unknown

2 Elizabeth Joan Applegate
207 Sonora St.
Redlands CA 92373
Certified Mail Returned - Address Unknown

3 Lynne Marie & Jim D. Barnes, JT
11100 Amelina Lane
Frisco TX 75035
Known Respondent

4 Brian Brandwein
2805 W. Broadway St.
Broken Arrow OK 74012
Certified Mail Returned - Address Unknown

5 Rod Brown
2805 W. Broadway St.
Broken Arrow OK 74012
Certified Mail Returned - Address Unknown

6 Robert H. Donaldson, Jr.
1018 NW 166th Terrace
Edmond OK 73003
Known Respondent

7 Gerald Downs
427 S. Bellaire
Kansas City MO 64123
Known Respondent

8 John I. Hastings
Address Unknown

9 Judith Donaldson Baker, TR. JDB Trust
c/o Stillwater National Bank
P.O. Box 1988
Stillwater OK 74076
Known Respondent

10 Margo B. Jones
P.O. Box 542
Duncan OK 73534-0542
Known Respondent

11 James S. Jones
2806 Wildwood Place
Duncan OK 73533
Known Respondent

12 Norman P. Jones, TR
Jones Revocable Trust UAD June 16,2006
4002 Raphune Hill, Ste. 407
St. Thomas Virgin Islands 802
Known Respondent

13 BancFirst as Trustee of the
James H Jones Trust
P.O. Box 26883
Oklahoma City, OK 73126
Known Respondent

14 John R. Loeffelholz
4201 Tamarisk Dr.
Oklahoma City OK 73120-8109
Known Respondent

15 David Sheridan McMorris
84 Quail Run
Carbondale CO 81623
Known Respondent

16 Patrick John McMorris
4175 Lacy Lane, #13
Colorado Springs CO 80916
Certified Mail Returned - Address Unknown

17 Carol J. Nelson
201 Knapp Court
El Dorado CA 95762
Known Respondent

18 Caroline Serna
1580 E. 285th South Ave.
Catoosa OK 74015
Certified Mail Returned - Address Unknown

19 Linda F Smith
1437 N. Cincinnati Ct.
Tulsa OK 74106
Known Respondent

20 Susan Josephine Turner
135 S. 36th St.
Boulder CO 80303
Certified Mail Returned - Address Unknown

21 Anne Marie Wallace
1405 Hyde Park, #8
Houston TX 77006
Certified Mail Returned - Address Unknown

22 Carl Wiche
2805 W. Broadway St.
Broken Arrow OK 74012
Certified Mail Returned - Address Unknown

23 Sandridge Exploration and Production, LLC
123 Robert S. Kerr Ave.
Oklahoma City OK 73102
Known Respondent

24 Mary Kugel ,formally Nemechek, decd
Address Unknown - Curative

25 Mary Alice Masat, decd
Address Unknown - Curative

26 Adeline A. Pezzini, decd
Address Unknown - Curative