#### BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANT: EOG RESOURCES, INC.

CAUSE CD NO.

**RELIEF SOUGHT: POOLING** 

ORDER NO.

**LANDS COVERED:** SECTION 16, TOWNSHIP 6 NORTH,

RANGE 8 WEST, GRADY COUNTY, OKLAHOMA

615409

#### **ORDER OF THE COMMISSION**

This cause came on for hearing before Michael Porter, Administrative Law Judge for the Corporation Commission of Oklahoma, on the 29th day of July, 2013, at 8:30 a.m. in the Commission Courtroom, Jim Thorpe Building, Oklahoma City, Oklahoma, pursuant to notice given as required by law and the Rules of the Commission for the purpose of hearing, taking testimony and reporting the findings and recommendations to the Commission.

David E. Pepper, Attorney, appeared for the Applicant, EOG RESOURCES, INC.

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

#### **FINDINGS**

- 1. That this is the Application of EOG Resources, Inc. for an order pooling interests and adjudicating rights and equities of oil and gas owners in the Hoxbar common source of supply underlying Section 16-6N-8W, Grady County, Oklahoma.
- 2. That at the time of the hearing, certain Respondents were dismissed as shown on Exhibit "A" attached hereto.
- 3. That the Commission has jurisdiction over the subject matter herein; that notice has been given in all respects as required by law and the rules of the Commission.
- 4. That Section 16-6N-8W, Grady County, Oklahoma is a 640-acre drilling and spacing unit for the production of hydrocarbons from the Hoxbar common source of supply, heretofore established by Order No. 614789.
- 5. That EOG Resources, Inc. is the owner of the right to drill wells on said drilling and spacing unit and to develop and produce said common source of supply, has made a bona fide effort to reach an agreement with all of the other such owners in such drilling and spacing unit, as set forth on Exhibit "A", to pool their interests and to develop the drilling and spacing unit and common source of supply as a unit, and the Commission should issue an order requiring such owners

to pool and develop the drilling and spacing unit and common source of supply covered hereby as a unit.

- 6. That EOG Resources, Inc. proposes to drill a well in Section 16-6N-8W, Grady County, Oklahoma, to a depth sufficient to test the Hoxbar common source of supply, and that to protect correlative rights, all owners should be required to pool and develop the unit and common source of supply covered hereby as a unit, 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.
- 7. 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.

#### **ORDER**

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

l. That EOG Resources, Inc proposes to drill a well in Section 16-6N-8W, Grady County, Oklahoma, a drilling and spacing unit for the Hoxbar common source of supply, and to develop said unit and the common source of supply thereunder as a unit, and the rights and equities of all oil and gas owners covered hereby are pooled, adjudicated and determined.

#### Well Costs:

2a. That estimated well costs are:

Completed as a dry hole - \$3,828,000.00 Completed for production - \$6,262,500.00

# Cash bonus of \$900 per acre plus a total royalty of 1/8 as more fully set forth below:

2b. That \$900 per acre is a fair, reasonable and equitable cash bonus 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 should be satisfaction in full for all rights and interests of such owner in the well covered hereby, except for any normal 1/8 royalty interest as defined in 52 O.S. Section 87.1(e);

provided that any party unable to deliver a 7/8 interest shall be required to elect option 2c or to participate in the drilling of the well:

# Cash bonus of \$825 per acre plus a total royalty of 3/16 as more fully set forth below:

2c. That \$825 per acre, plus a proportionate share of an overriding or excess royalty of 1/16 of 8/8 is a fair, reasonable and equitable cash bonus 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 should be satisfaction in full for all rights and interests of such owner in the well covered hereby, except for any normal 1/8 royalty interest as defined in 52 O.S. Section 87.1(e); provided that any party unable to deliver a 13/16 interest shall be required to elect option 2d or to participate in the drilling of the well;

#### No cash bonus plus a total royalty of 1/4 as more fully set forth below:

2d. In lieu of such cash bonus, an owner may elect to have delivered unto him, as his just and fair share of production from such well, in addition to the normal 1/8 royalty interest as defined in 52 O.S. Section 87.1(e), his proportionate part of an excess or overriding royalty of 1/8 of 8/8 on oil and gas from any well drilled under this Order, same to be delivered into the lease tank or the pipeline to which said well is connected, free and clear of all costs, expenses and risks incurred in or in connection with the drilling, testing, completing, equipping, operating and producing of the well covered hereby.

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.

3. That any owner of the right to drill in said drilling and spacing unit who has not agreed with EOG Resources, Inc. to develop said unit and common source of supply shall be afforded the following election as to all or any portion of his interest:

- 3a. 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 costs of the well covered hereby, and by paying, as set out herein, to Applicant, such owner's proportionate part of the estimated completed for production costs thereof as set out in paragraph 2a above, or by securing or furnishing security for such payment satisfactory to the Applicant; in all events, such owner's cost in said well should not exceed his proportionate part of the actual or reasonable costs thereof which should 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 costs of said well, or the securing of such costs or the furnishing of security therefor, as aforesaid, should be accomplished within 25 days from the date of this Order, such owner's proportionate part of the costs of and the production from such well and unit to be in proportion to the number of acres such owner has in the unit;
- 3b. To receive the cash bonus, plus share of production as set out in paragraphs 2b or 2c above, which cash bonus shall be paid or tendered, by Applicant, if same can be paid or tendered, within 35 days from the date of this Order, after receipt of an executed Internal Revenue Service Form W-9, or if same cannot be paid or tendered, a fund therefor created for the use and benefit of any owner accepting, or deemed to have accepted, such cash bonus, plus share of production.
- 3c. To receive in lieu of the cash bonus, plus overriding or excess royalty, as set out in paragraphs 2b or 2c above, the just and fair share of production as set out in paragraph 2d above.
- 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 as a unit, other than Applicant, should be required to select which of the alternatives set out in paragraph 3 above, such owner accepts, in writing, within 20 days from the date of this Order; in the event any owner fails to elect, in the time and in the manner as set out above, which of the alternatives set forth in paragraph 3 above any such owner accepts, then such owner shall be deemed to have accepted the cash bonus, plus the share of production, as set out in paragraph 2b above; in the event any owner elects to do other than participate in said well by paying his proportionate share of the costs thereof,

or fails to make an election provided above, such owner shall be deemed to have relinquished unto Applicant, all of such owner's right, title, interest or claim in and to the unit well, except for any normal 1/8 royalty interest, defined above, or other share in production to which such owners may be entitled by reason of an election hereunder.

- 5. Only those owners electing to participate in the initial well drilled hereunder will be allowed to participate in subsequent wells drilled on the drilling and spacing unit and common source of supply covered hereby. Owners electing or deemed to have elected the cash consideration plus excess royalty provided in paragraphs 2b or 2c above, for the initial well shall thereafter receive no additional cash consideration for subsequent wells, but shall receive the royalty it originally elected to receive or was deemed to have elected to receive. Owners electing paragraph 2d above shall receive the same royalty in any subsequent well.
- In the event Applicant or any other owner that participates in the initial well and all subsequent wells proposes the drilling of a subsequent well it shall notify those owners who elected to participate in the initial well drilled hereunder of its intent to drill a subsequent well and said owners will have 20 days from the receipt of said notice to elect whether to participate in said subsequent well or elect alternatives 2d set forth above. The notice provided by the proposing party shall include the estimated dry hole costs and estimated completed well costs of the subsequent well and owners electing to participate must pay, or make satisfactory arrangements with the Operator to secure the payment of, their proportionate share of said completed well costs within 25 days from the receipt of notice from the proposing party. Those owners failing to elect within the period provided or those owners electing to participate but failing to pay their share of costs within the period provided shall be deemed to have elected not to participate in the subsequent well and shall receive the option set forth in paragraph 2d above. Anytime an owner elects or is deemed to have elected not to participate in a subsequent well, then that owner shall not be allowed to participate in future wells drilled on the drilling and spacing units covered hereby. The Oklahoma Corporation Commission shall retain jurisdiction over the drilling and completion costs proposed by Applicant for subsequent wells. Any well proposal made under this provision shall expire after 180 days if no well has been commenced.
- 7. That Applicant, in addition to any other rights provided in this Order, shall have a lien on the entire mineral leasehold estate or rights owned by the other owners therein and upon each such owner's share of the production from the unit and common sources of supply covered by this Order in order to secure the payment in full of such owner's share of the cost incurred in the development and operation upon said unit. Such liens shall be separable as to each separate owner within such unit, shall be in addition to all other rights and remedies available to the Applicant or Operator, or both, under this Order or applicable law, or both, and shall remain liens until the owner or owners drilling or operating any well located in such unit have been paid the entire amount due under the terms of this Order. By this Order, the Commission specifically authorizes and orders that

the owner or owners drilling or operating, or paying for the drilling or for the operation of, one or more wells in the unit for the benefit of all the participants therein, shall be entitled to production from each such well (and the proceeds from the sale of such production) which would be received by the owner or owners for whose benefit each such well was drilled or operated, after paying their royalty, until the owner or owners drilling or operating such well or wells, as applicable, have been paid the amount due under the terms of this Order or any orders settling any dispute concerning the unpaid amount.

- 8. If any payment of bonus, royalty payments or other payments due and owing under this Order cannot be made because the person entitled thereto cannot be located or is unknown, then said bonus, royalty payments or other payments shall be paid into an escrow account in a financial institution within ninety days (90) after this Order and shall not be commingled with any funds of the Applicant or Operator. Provided, however, that the Commission shall retain jurisdiction to grant to financially solid and stable holders an exception to the requirement that such funds be paid into an escrow account with a financial institution and permit such holder to escrow such funds within such holder's organization. Responsibility for filing reports with the Commission as required by law and Commission rule as to bonus, royalty or other payments escrowed hereunder shall be with the applicable holder. Such escrowed funds shall be held for the exclusive use of, and the 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.
- 9. EOG Resources, Inc. is designated operator of the unit well and common source of supply covered hereby, and all elections shall be communicated to said operator at the address shown below as required in this Order.

EOG Resources, Inc. 3817 N.W. Expressway, Suite 500 Oklahoma City, OK 73112-1483

- 10. That EOG Resources, Inc. must commence operations for the drilling and other operations with respect to the initial well covered hereby within one hundred eighty (180) days from the date of this Order, or this Order shall be null and void except as to the payment of cash bonuses to the owners having elected that alternative under the terms of this Order.
- 11. That Applicant, 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 this Order was

mailed within three (3) days from the date of this Order to all parties pooled by this Order whose addresses are known.

DONE AND PERFORMED this 3 day of September, 2013.

CORPORATION COMMISSION OF OKLAHOMA

Patrice Douglas, Chairman

Poly Authory

BOB ANTHONY, Vice Chairman

# REPORT OF THE ADMINISTRATIVE LAW JUDGE

DANA L. MURPHY, Commissioner

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

Approved:

Administrative Law Judge

Date

Technical Reviewer

Date

APPROVED AS TO FORM AND CONTENT:

David E. Pepper

#### EXHIBIT "A"

#### **RESPONDENTS POOLED:**

- Alan H. Schmidt
   c/o Richard Dean Schmidt
   331 County Road 1390
   Cement, OK 73017
- B. P. Hall
   P.O. Box 1133
   Boise City, OK 73933
- 3. Blubaugh-Odle Trust dated March 18, 2006 3921 Westminster Drive Enid, OK 73703
- BMMC Holdings, L.P., a Texas limited partnership
   8808 McGoldrick Dr.
   Shreveport, LA 71129
- Broughton Petroleum, Inc., a Texas corporation
   P. O. Box 1389
   Sealy, TX 77474
- 6. Buddy Churchill 2601 Constitution Enid, OK 73703
- Buttram Energies, Inc., an Oklahoma corporation 2601 NW Expressway, Suite 501W Oklahoma City, OK 73112
- Carl "Doc" Severinsen
   11812 San Vicente Blvd Unit 200
   Los Angeles, CA 90049
- Charles T. Wangensteen, V. Revocable Trust Agreement for the Management of Oil and Gas Interest P.O. Box 102 Chisholm, MN 55719

- Constance O. Allen, Life Tenant
   P. O. Box 1409
   Chickasha, OK 73018
- Danny Winkler
   8758 San Vicente
   Riverside, CA 92503
- 12. Davies Oil & Gas, Inc. P.O. Box 37 Shawnee, OK 74802
- 13. Don W. Tucker
  P.O. Box 32811
  Oklahoma City, OK 73123
- 14. Donald Thomas Allen, Trustee for the Zachary Walton Allen Trust14941 Bald Eagle DriveFort Myers, FL 33912
- Doyal Burrow and Margie L. Burrow
   615 Oakdale Dr.
   Enid, OK 73703-3833
- 16. ADDRESS UNKNOWN
- 17. Dustin W. Schmidtc/o Richard Dean Schmidt331 County Road 1390Cement, OK 73017
- EAM Company, LLC, an Arkansas limited liability company
   106 W. Main, Suite 406
   El Dorado, AR 71730-5637
- Enerquest Corporation
   P. O. Box 3455
   Edmond, OK 73083
- 20. Eric Anthony Allen

c/o Donald Allen 14941 Bald Eagle Drive Fort Myers, FL 33912

- Ethel Carrol a/k/a Ethel Carroll
   309 Buena Vista
   Taft, CA 93268
- G.L. Brown, III
   201 N. Grand St
   Enid, OK 73701
- Gary D. Schmidt
   c/o Richard Dean Schmidt
   County Road 1390
   Cement, OK 73017
- 24. George Karlin78395 Griffin Dr.Palm Desert, CA 92112-1814
- Guard Exploration Limited Partnership
   P. O. Box 1187
   Enid, OK 73702
- H. Richard Grisham
   Rockwood Forest Ridge
   Eureka, MO 63025
- Harry C. Holland, Inc. c/o Michael Holland
   P.O. Box 2040
   Flint, TX 75782
- Henry H. Gungoll Associates, L.L.C.
   P.O. Box 6209
   Enid, OK 73702-6209
- Hugh E. Ledbetter, as Trustee of the Hugh E.
   Ledbetter Real Estate & Mineral Interest Trust,
   dated August 17, 1999
   P. O. Box 352
   Norman, OK 73070
- Hulme Gas and Oil Co.
   P.O. Box 692
   Chickasha, OK
- 31. J.D. Trimble, Jr.

c/o Trimble Properties, a partnership Trimble Building, 114 W Main El Dorado, AR 71730

- 32. Jack P. Mabray Route 2, Box 35 Newellton, LA 71357-9606
- JBE Group, Inc.123 Maple LaneChickasha, OK 73018
- 34. Jeroco, Inc. P.O. Box 633 Chickasha, OK 73023
- John C. Wynne, Diane R. Wynne and Darlene Wynne, as Co-trustees of the John C. and Diane R. Wynne Trust 2924 Willow Branch Oklahoma City, OK 73120
- 36. John P. Wangensteen Revocable Trust Agreement for the Management of Oil and Gas Interest P.O. Box 111 Chisholm, MN 55719
- Laura Jo Erwin, Trustee of the Everett Erwin Revocable Trust dated October 25, 1991 4633 NW 32nd St. Oklahoma City, OK 73122
- Lee Borders and Velma Borders
   P.O. Box 343
   Mannsfield, MO 65704
- Lillie Winkler, deceased c/o Rory Winkler
   8758 San Vicente Riverside, CA 92503
- Linda M. Beebe and Brent V. Beebe
   109 NE 3rd St.
   Oklahoma City, OK 73104
- 41. Lois Ledbetter, Trustee of the Lois Ledbetter Trust

P. O. Box 352 Norman, OK 73070

- 42. Lonnie L. Schmidt c/o Richard Dean Schmidt 331 County Road 1390 Cement, OK 73017
- 43. Lonnie Winkler 19391 Envoy Ave. Corona, CA 92811
- 44. Lorie Winklerc/o Danny Winkler8758 San VicenteRiverside, CA 92503
- 45. MacFarlane Company, a general partnership116 N. Washington Ave.El Dorado, AR 71730-5607
- 46. Mark A. Wangensteen Revocable Trust
   Agreement for the Management of Oil and Gas
   Interest
   312 NE 6th St.
   Chisholm, MN 55719
- 47. Merom Brachman 311 N. Drexel Ave. Columbus, OH 43209
- 48. Michael A. Porter, Trustee of the Velma Sue Hardy Revocable Living Trust
  P. O. Box 855
  Okahoma City, OK 73101
- Michael Holland
   Bretagne Circle
   Little Rock, AR 72223
- Murex Petroleum Corporation
   515 N. Sam Houston Parkway E, Suite 485
   Houston, TX 77060
- 51. Norman Mark Garrison 2109 Norman Rd Enid, OK 73701

- 52. Oklahoma National Bank and Trust Company of Chickasha, Oklahoma as Trustee for Neesa G. McMahan as set out in the last will and testament of D.B. McMahahon 228 Chickasha Avenue, P.O. Box 1008 Chickasha, OK 73018
- Oklahoma Production Resources, Inc. c/o Kristi Roberts
   PO Box 160
   Sand Springs, OK 74063
- 54. Patricia H. Allen 14941 Bald Eagle Dr. Fort Myers, FL 33912
- 55. Peggy Lou Blubaugh 3921 Westminster Drive Enid, OK 73703
- Pentium Exploration, Inc.
   9613 Pheasant Lane
   Oklahoma City, OK 73162
- Prairie Land & Royalties, L.L.C.
   5103 South Sheridan, Suite 532
   Tulsa, OK 74145
- Preston Buttram
   c/o Buttram Energies, Inc.
   2601 NW Expressway, Suite 501W
   Oklahoma City, OK 73112
- Ramona Neundorf
   c/o Jeanne McNickle Ozinga
   4317 Harrogate Drive
   Norman, OK 73072
- 60. Randy Buttramc/o Buttram Energies, Inc.2601 NW Expressway, Suite 501WOklahoma City, OK 73112
- 61. Rappco Oil & Gas, Inc. P.O. Box 37 Shawnee, OK 74802

- 62. Richard L. Allen
  P. O. Box 1409
  Chickasha, OK 73018
- 63. Richard L. Allen as Trustee for the Derrick Ross Allen Trust210 W. Chickasha Ave. Chickasha, OK 73018
- 64. Richard L. Allen, Trustee for the Tate Brandon Allen Trust
  P.O. Box 1409
  Chickasha, OK 73023
- 65. Robert L. Adair c/o Robert W. Adair 3413 N. Holman Court, # 341 Oklahoma City, OK 73110
- 66. Robert L. Blubaugh c/o Peggy Lou Blubaugh 3921 Westminster Drive Enid, OK 73703
- 67. Rod W. Ylitalo P.O. Box 3447 Enid, OK 73702
- 68. Rory Winkler 8758 San Vicente Riverside, CA 92503
- 69. Sharp Production Company, L.L.C.1647 E. 3rd StreetTulsa, OK 74120
- 70. Sooner Drilling, Inc. P.O. Box 37 Shawnee, OK 74802
- Sue R. Mobley a/k/a Sue R. Evans
   Lombardi Circle
   Walnut Creek, CA 94598
- 72. SWC Production 210 Park Ave., Suite 2820 Oklahoma City, OK 73102

- Te-Ray Production Corp., Inc. 1105 Sovereign Row, Suite C Oklahoma City, OK 73108
- The Buttram Family Limited Partnership, Dorsey Buttram a/k/a Dorcey Buttram, Trustee
   2601 NW Expressway, Suite 501W Oklahoma City, OK 73112
- 75. The Hocker Foundation, a not-for-profit charitable trust, created pursuant to the terms of the Hocker Trust 1995
   P.O. Box 7292
   Rancho Santa Fe, CA 92067
- Theresa L. Stockard
   c/o Richard Dean Schmidt
   331 County Road 1390
   Cement, OK 73017
- 77. Trimble Properties, a partnership Trimble Building, 114 W. Main El Dorado, AR 71730
- 78. Unit Petroleum Company P.O. Box 702500 Tulsa, OK 74170
- 79. W Energy Capital Texas, LLC, a Florida limited liability company634 N.E. 13th Ave.Ft. Lauderdale, FL 33304
- 80. Walt Allen 2791 S. Calle Morena Green Valley, AZ 85622
- Ward Petroleum Corporation
   P.O. Box 1187
   Enid, OK 73702
- 82. Ward Petroleum Corporation-Ward 83P.O. Box 1187Enid, OK 73702
- 83. William Clark Spray and Patricia Jo Spray under Revocable Trust4113 Sand View Drive Enid, OK 73703

- 84. William D. Harrison
   P.O. Box 327
   Leon, KS 67074-0327
- 85. William James Ball, Jr. P.O. Box 1401 Roswell, NM 88202-1401
- 86. William W. Bland, II, deceased c/o Gayle B Taylor17107 Flower Mist Ct.Tomball, TX 77375
- 87. Willischild Oil & Gas Corp.621 E St.Snyder, OK 73566
- 88. Wiser Creek Corporation c/o Marsha Thomas Webber 10040 S.E. 55th Street Oklahoma City, OK 73150
- 89. The Unknown Heirs, Successors and Assigns of D. M. McMahan, deceased
  228 Chickasha Avenue
  P.O. Box 1008
  Chickasha, OK 73018
- 90. Donald T. Allen 14941 Bald Eagle Drive Fort Myers, FL 33912
- George W. Thomas, III, Ann Thomas Walters and Jane Thomas Eberhardt, Trustees of the mineral interest in Trust B under declaration of the George W. Thomas, Jr. Revocable Trust dated June 15, 1992
   P.O. Box 1673
   Chickasha, OK 73023-1673
- 92. The Unknown heirs, Successors and Assigns of Hazel B. Thomas, deceased c/o George W. Thomas, III P.O. Box 1673 Chickasha, OK 73023-1673
- 93. GB Energy, Inc.P.O. Box 1673Chickasha, OK 73023-1673

- 94. Everett Erwin c/o Evie Jo Erwin P.O. Box 3627 Tulsa, OK 74101
- 95. Donna G. Kandarian 1162 Joshua Avenue Clovis, CA 93611
- 96. Richard W. Ogle 1917 S. Chestnut, #37C Fresno, CA 93702
- 97. Julie B. Arnold 315 E Nees Avenue, #144 Fresno, CA 93720
- 98. The Unknown Heirs, Successors and Assigns of Samuel B. Schmidt, deceased c/o Richard Dean Schmidt 333 County Road 1390 Cement, OK 73017
- 99. The Unknown Heirs, Successors and Assigns of Allen Schmidt, deceased c/o Richard Dean Schmidt 333 County Road 1390 Cement, OK 73017
- 100. Burlington Northern and Santa Fe Railway Company, f/k/a Burlington Northern Railroad Company 2500 Lou Menk Drive #2 Fort Worth, TX 76131
- 101. Gary Nevins, a/k/a Gary Wayne Nevins4093 E. 26thTulsa, OK 74114
- 102. Dennis Nevins, a/k/a Dennis Ray Nevins 4093 East 26th St Tulsa, OK 74114
- 103. Diane Brown, a/k/a Diane Elixabeth Brown5743 E. 21st StreetTulsa, OK 74114
- 104. DISMISSED

- 105. Wayne D. Cunningham and Ina G. Cunningham, Trustees of The Wayne D. Cunningham and Ina G. Cunningham Revocable Living Trust dated Febraury 24, 2004 2768 County Street 2780 Chickasha, OK 73018
- 106. The Unknown Heirs, Successors and Assigns of C. W. Hardy, deceased c/o Michael A. Porter
  P. O. Box 855
  Okahoma City, OK 73101
- 107. R. Allen Jakobcic, Trustee of the Allen Jakobcic Living Trust under Agreement dated June 7, 2013
  460 S. Glenwood Drive Post Falls, ID 83854
- 108. John H. Decker143 Maxim DriveHopatcong, NJ 07843-1900
- 109. Gary Green23 Timberlake Dr.Little Rock, Arkansas 72207-1609
- 110. DISMISSED

# RESPONDENTS POOLED FOR CURATIVE PURPOSES:

NONE

#### **RESPONDENTS DISMISSED:**

- 104. Tony Mills a/k/a Tony W. Mills 18800 E. 41st St. Tulsa, OK 74154
- 110. DBS Ventures, a partnership ADDRESS UNKNOWN

#### **RESPONDENTS ADDRESS UNKNOWN:**

16. Dr. Fred Summers and Darlyn Summers ADDRESS UNKNOWN