

**STATE OF NEW MEXICO  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
OIL CONSERVATION DIVISION**

**IN THE MATTER OF THE HEARINGS CALLED  
BY THE OIL CONSERVATION DIVISION FOR  
THE PURPOSE OF CONSIDERING:**

**APPLICATION OF MYCO INDUSTRIES, INC.  
FOR COMPULSORY POOLING, CHAVES  
COUNTY, NEW MEXICO.**

Case No. 14-538

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**RESPONSE OF MYCO INDUSTRIES, INC.  
IN OPPOSITION TO  
MOTION FOR CONTINUANCE**

Myco Industries, Inc. ("Myco") submits this response in opposition to the Motion for Continuance filed in this case by Chesapeake Energy Corporation ("Chesapeake"). In support of its response, Myco states:

1. In this case Myco seeks an order pooling all mineral interests in the Wolfcamp formation underlying the S $\frac{1}{2}$  of Section 34, Township 15 South, Range 24 East, NMPM, to form a 320-acre gas spacing unit.
2. The hearing on this case is set for June 12, 2008. Chesapeake has requested a continuance, claiming that (i) Chesapeake and its attorneys have had an insufficient amount of time to prepare for hearing, and (ii) there have been insufficient negotiations between the parties. Neither reason, alone nor combined, is sufficient to grant a continuance.
3. First, this is a routine pooling case. Based on the pre-hearing statement filed by Chesapeake, there are no challenges to well location, risk charge, or operatorship. Therefore, the only issue is whether Myco has satisfied its obligation to negotiate with Chesapeake in good

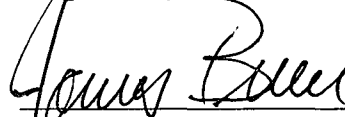
faith. Only landmen will testify at hearing, and the hearing will not be lengthy or difficult for which to prepare.

4. **Second, the parties, or their predecessors-in-title, have been in discussions for over two years.** Exhibit A is a summary of Myco's contacts with all working interest owners regarding this well. There have been several dozen communications between Myco and Chesapeake (or its predecessor-in-title). In addition, in April 2008 Myco informed Chesapeake that it was moving forward with drilling the well. Thus, Chesapeake has not been caught by surprise by this case.

5. Due to the substantial negotiations which have occurred, a continuance is not proper or necessary.

WHEREFORE, Myco requests that the Division deny Chesapeake's Motion for Continuance.

Respectfully submitted,




James Bruce  
Post Office Box 1056  
Santa Fe, New Mexico 87504  
(505) 982-2043

Attorney for Myco Industries, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading was served upon the following counsel of record via facsimile transmission this 6<sup>th</sup> day of June, 2008:

J. Scott Hall  
Montgomery & Andrews, P.A.  
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James Bruce

# A

## EXHIBIT

STARR PROSPECT		Prepared by: Shari Darr Hodges	
FORCE POOL HEARING		Dated: December 27, 2006	
T15S, R34E, N.M.P.M.		Revised: June 2, 2008 (HP)	
Section 34: N/2 and S/2			
Exhibit	Date of Communication	Well Name	Summary of Communication
Ex. 11	May 4, 2006	Starr 34 Fee #1 and #2	a) Proposed the formation of a 640 acre working interest area to support the drilling of the initial well in the S/2 and possibly the N/2 of the Section
		Pure Energy, Edge Petroleum, EOG, Talus, Twin Montana, Chisos, The Alliar Company	b) JOA was based on an EOG JOA that the Yates group had agreed to on an EOG project.
Ex. 10	May 5, 2006	Starr 34 Fee #1 and #2	MYCO filed Application for Permit to Drill for the Starr 34 Fee #1 and #2
Conv	May 5, 2006	Starr 34 Fee #1 and #2	Left message on voice mail - proposal on its way
Conv	May 5, 2006	Starr 34 Fee #1 and #2	Left message - will be out, call on Monday
Conv	May 5, 2006	Starr 34 Fee #1 and #2	Left message on voice mail - proposal on its way
Conv	May 5, 2006	Starr 34 Fee #1 and #2	Ken Haggart - out until Monday. He is with the Echo group
Conv	May 5, 2006	Starr 34 Fee #1 and #2	Called, got a fax machine
Conv	May 30, 2006	Starr 34 Fee #1 and #2	In office - left message that we would be in Midland at building auction and would like to get together.
Conv	May 31, 2006	Starr 34 Fee #1 and #2	Called to touch base, left message
Conv	May 31, 2006	Starr 34 Fee #1 and #2	Left message
Conv	July 19, 2006	Starr 34 Fee #1 and #2	Called to touch base, left a message that I would be out.
Conv	August 2, 2006	Starr 34 Fee #1 and #2	Voice mail said Lanning out until August 3, 2006
Conv	August 4, 2006	Starr 34 Fee #1 and #2	Left a message on machine.

Exhibit	Date of Communication	Well Name	Type of Communication	Summary of Communication
Conv	August 4, 2006	Starr 34 Fee #1 and #2	Conv: Lanning to Hodges	a) CEO coming in next week b) Asked if we were getting a title opinion, they had title work they would share c) They were hopeful, moving that way d) Consider us in the S/2, them in the N/2
Ex. 12	August 8, 2006	Starr 34 Fee #1	Fax: Hodges to Lanning @ EOG	Fax to Lanning that MYCO has an opportunity to use a preferred rig at the end of September.
Ex. 13	August 29, 2006	Starr 34 Fee #1	E-mail: Lanning to Hodges	EOG has a rig available that could drill in the short term. EOG wants to drill and operate the wells in Section 34.
Ex. 17	September 6, 2006	Starr 34 Fee #1 and #2	E-mail: Hodges to Lanning @ EOG	Sent early morning e-mail (5:55am) that he would receive a call today.
Conv	September 6, 2006	Starr 34 Fee #1 and #2	Conv: Hodges to Lanning @ EOG	Returning his call. Play is borderline, they probably will not participate. Might do a Term Assignment.
Ex. 18	September 7, 2006	Starr 34 Fee #1 and #2	E-mail: Hodges to Lanning @ EOG	In response to 8/29/2006 e-mail. I will be out of office 2-3 days and will call back.
Ex. 1	September 20, 2006	Starr 34 Fee #1 and #2	E-mail: Hodges to Lanning @ EOG	Informed EOG that although MYCO prefers to put together a one section WIA to spread the risk, it was considering other options per EOG's suggestion.
Ex. 2	September 26, 2006	Starr 34 Fee #1 and #2	E-mail: Lanning to Hodges	a) EOG is concerned about committing the entire section to an operator w/o a track record for drilling and completing these wells at a reasonable cost. b) If MYCO demonstrates ability in the S/2 EOG could be willing to make a deal in the N/2. c) Asked for our proposed completion procedure prior to making any decision. d) Decision hinges on outcome of other wells in the area.
Ex. 3	September 26, 2006	Starr 34 Fee #1 and #2	E-mail: Hodges to Lanning @ EOG	a) Understand why EOG wants to F/O b) Has EOG decided on terms? Would like to submit to group c) Will inquire about completion procedures. d) Would EOG meet to discuss completion, we have an open door policy. e) Communicating with the location builder, surface owner

Exhibit	Date of Communication	Well Name	Type of Communication	Summary of Communication
				for water. Time is getting short.
Ex. 3	September 28, 2006	Starr 34 Fee #1 and #2	E-mail: Lanning to Hodges	a) EOG is willing to consider a F/O on the S/2. b) Terms: 75% NRI, 25% B.I.A.P.O. c) If initial well successful, infill well would be based on APO. d) If in the initial well MYCO demonstrates that it can drill and complete the wells efficiently, EOG would consider participating in the N/2. e) If not, EOG may consider pressing for operations in the N/2 f) FYI - the other owners are EOG partners and they support g) EOG is not currently willing to share information regarding drilling and completion techniques
Conv	October 11, 2006	Starr 34 Fee #1	E-mail: Lanning to Hodges	EOG e-mailed Farmout Agreement on S/2 only.
Conv	October 11, 2006	Starr 34 Fee #1	E-mail: Hodges to Lanning @ EOG	Confirmed receipt of the F/O agreement, added note that if there is no mention of the N/2, we need to visit.
Conv	October 23, 2006	Starr 34 Fee #1 and #2	Conv: Hodges to Lanning @ EOG	a) Congrats on the Seine A 6 Fee #1H - could we have drilling information - this is not on the drilling schedule yet. b) EOG plans to drill the Hasburg in Section 35 next c) Asked about the F/O d) North offset - Starr #2. They are not wanting to do anything. EOG does not want to commit.
Conv	October 30, 2006	Starr 34 Fee #1	E-mail: Hodges to Lanning @ EOG	Sent note telling Lanning that we would be sending some requested changes on the F/O.
Ex. 14	October 30, 2006	Starr 34 Fee #2	Ltr: Hodges to EOG, Allar Company, Talus, Twin Montana	Revised well proposal - including only the N/2 since most parties appear to not want a one section W.I. unit - asked that they join, grant a one year 75% Term Assignment or enter into negotiations.
Conv	October 31, 2006	Starr 34 Fee #2	Conv: Hodges to Graham @ Allar Company	Per receptionist, Mr. Graham out - told her I would call again tomorrow
Conv	October 31, 2006	Starr 34 Fee #2	Conv: Hodges to Haggart @ Talus & Twin Montana	Talked to Teresa Carson, they are in Young County, TX. Landman is out - call back. Talked to Melody Garae, they are without a landman - talk to Ken Seligman or Tom Hunnewell
Conv	October 31, 2006	Starr 34 Fee #1 and #2	Conv: Hodges to Lanning	Left message - give me a call when he has had a chance to

Exhibit	Date of Communication	Well Name	Type of Communication	Summary of Communication
			@ EOG	look things over.
Conv	November 2, 2006	Starr 34 Fee #1	E-mail: Hodges to Lanning @ EOG	Sent title requirement for the Lanning interest.
Conv	November 3, 2006	Starr 34 Fee #1	E-mail: Lanning to Hodges	As to title requirement, he would waive.
Conv	November 3, 2006	Starr 34 Fee #1	E-mail: Hodges to Lanning	Waiving title requirement would be fine. Waiting on his call to visit about the Farmout Agreement.
Conv	November 5, 2006	Starr 34 Fee #1	Conv: Hodges to Lanning @ EOG	Called to visit about F/O and our 10/30/2006 letter - left message on V.M.
Conv	??	Starr 34 Fee #1 and #2	Conv: Lanning to Hodges	They would do a S/2 and wait on the N/2 - might be forcing a decision. At this point, probably won't co-operate on any of it. If we spud - he wants an evaluation, holding out on N/2
Ex. 4	October 30, 2006	Starr 34 Fee #1	Ltr: Hodges to Lanning @ EOG	Farmout Agreement change requests sent via Fed Ex
Conv	November 6, 2006	Starr 34 Fee #1 and #2	Conv: Hodges & Lanning @ EOG	Lanning informed Hodges that EOG would be spudding an offset well in 8 days and they would have a better understanding of the geology and opinion on what to do in Section 34.
Conv	November 11, 2006	Starr 34 Fee #1 and #2	Conv: Hodges to Teresa @ Talus	Ken Haggart - in a meeting, left a message with Teresa.
Conv	November 11, 2006	Starr 34 Fee #1 and #2	Conv: Hodges to Lanning @ EOG	Left a message
Conv	November 10, 2006	Starr 34 Fee #2	Conv: Hodges to Graham @ Allar Company	Left a message
Conv	November 13, 2006	Starr 34 Fee #1 and #2	Visit: Hodges to Lanning @ EOG	Shari Hodges made a trip to personally speak with Rick Lanning in his office in Midland, Texas. Lanning said that the offset well, the Hasburg was being logged that day.
Conv	November 14, 2006	Starr 34 Fee #2	Visit: Hodges and Graham @ Allar Company	Shari Hodges made a trip to meet and personally speak with Jack Graham of the Allar Company. Jack had previously told Shari that he would be speaking for all 3 Graham companies

Exhibit	Date of Communication	Well Name	Type of Communication	Summary of Communication
				and re-iterated that in the conversation.
Ex. 5	November 15, 2006	Starr 34 Fee #1 and #2	Ltr: Hodges to Lanning @ EOG	Document meeting in Lanning's office on Nov 13, 2006 a) Discussed S/2 F/O - Hodges understanding that EOG was considering the changes requested in previous letter. Invited EOG to participate in the drilling of the well again. b) As to the N/2 - EOG wants to see the results of the Starr 34 Fee #1 before making a decision in the N/2. c) MYCO would be willing to structure a deal such that EOG would have a certain number of days after seeing the results of the Starr 34 Fee #1 before having to make a decision on the Starr 34 Fee #2. d) Informed EOG that the location and the reservoir pit for the Starr 34 Fee #1 and #2 are built and we are ready to proceed.
Conv	November 16, 2006	Starr 34 Fee #1 and #2	Conv: Hodges to Lanning @ EOG	Left a message: (Lanning out until 11/21) a) Would like an update on F/O b) As to the N/2 - would give a decision point 5 days after terminus - by that point, they would have results from their Hasburg and the Starr #1
Conv	November 16, 2006	Starr 34 Fee #2	Conv: Hodges to Graham @ Allar Company	Told him that we are working on F/O with EOG - asking them to make a decision to participate or F/O on the N/2 keyed off S/2 well - need to wrap that up. Please pass on to Allar group.
Conv	November 16, 2006	Starr 34 Fee #1 and #2	Conv: Hodges to Tower @ EOG	Message said out until 11/15 Don't want to step over Lanning but need to keep this going. The F/O in the S/2 if off b/c of the proposal in the N/2.
Conv	November 17, 2006	Starr 34 Fee #1 and #2	Conv: Hodges to Tower @ EOG	Message said out until 11/5 - left a message, asked him to call.
Conv	November 20, 2006	Starr 34 Fee #1 and #2	Conv: Tower to Hodges	Returning call
Conv	November 20, 2006	Starr 34 Fee #1 and #2	Conv: Hodges to Tower @ EOG	a) EOG would give Term Assignment on S/2 for \$832/acre b) As to N/2 - join or do the same T.A. depending on well.
Ex. 6	November 17, 2006	Starr 34 Fee #2	Ltr: Hodges to Graham @ Allar Company	Letter is an addendum to the proposal inviting them to either participate in the drilling of the well, granting MYCO a Term Assignment or enter into negotiations on other options.



Exhibit	Date of Communication	Well Name	Type of Communication	Summary of Communication
				a) MYCO will share well information if they will make a decision within 5 days from MYCO's reaching the terminus to either farmout or join or grant a term assignment. b) told them EOG is drilling an offset well.
Conv	November 20, 2006	Starr 34 Fee #1 and #2	Conv: Pat Tower & Hodges	Tower told Hodges that EOG would be agreeable to a \$832 an acre, 75% NRI Term Assignment to MYCO.
Ex. 7	November 30, 2006	Starr 34 Fee #1 and #2	Ltr: Hodges to Lanning @ EOG	a) Documented the conversation between Tower and Hodges. In summary, as to the S/2, EOG offered a Term Assignment, 75% NRI, \$832/acre for the drilling of the Starr #1. b) As to the N/2, EOG would be given a decision period after operations on the Starr #1 in which to decide to either participate in the drilling of a well in the N/2 or grant to MYCO a Term Assignment on same terms. c) MYCO respectfully declined.
Ex. 8	December 5, 2006	Starr 34 Fee #1 and #2	Ltr: Jim Bruce to OCD	Application for force pooling filed to be set for January 4, 2007
Ex. 15	December 5, 2006	Starr 34 Fee #1 and #2	E-mail: Lanning to Hodges	a) Understand we will force pool but hasn't received notice. b) Understand \$832/acre too much. c) Understand MYCO paid Starr family \$400/acre. EOG will grant a Term Assignment for \$400/acre, 75% NRI with a reasonable continuous development provision.
Ex. 16	December 5, 2006	Starr 34 Fee #1 and #2	E-mail: Hodges to Lanning @ EOG	a) Yes, term assignment terms are not acceptable - economics b) Yes, we began force pool - attorney Jim Bruce, 1.4.2007 c) MYCO did not pay \$400/acre
Conv	December 7, 2006	Starr 34 Fee #2	Conv: Hodges to Graham @ Allar Company	Would like to discuss terms.
Conv	December 12, 2006	Starr 34 Fee #2	Conv: Graham to Hodges	They will do some sort of F/O
Ex. 9	December 21, 2006	Starr 34 Fee #2	Ltr: Hodges to Graham @ Allar Company	MYCO prepared for the Allar group a Farmout Agreement similar to the F/O Agreement delivered by EOG to MYCO. Sent via Federal Express.
Conv	December 21, 2006	Starr 34 Fee #1 and #2	E-mail: Lanning to Hodges	a) Received force pool order b) They offered a F/O but we did not accept - not so. c) They may put it out to industry

Exhibit	Date of Communication	Well Name	Type of Communication	Summary of Communication
Conv	December 27, 2006	Starr 34 Fee #1 and #2	E-mail: Lanning to Hodges	EOG would do a 90 day, \$400/acre, 75% NRI Term Assignment with no continuous drilling provision. Not acceptable
Conv	December 27, 2006	Starr 34 Fee #1 and #2	E-mail: Hodges to Lanning	Term Assignment terms not acceptable. Asked that they consider changes to the terms.
Conv	December 27, 2006	Starr 34 Fee #1 and #2	E-mail: Hodges to Lanning	a) MYCO seriously considering Term Assignment b) Asked that Lanning send the terms of the Term Assignment
Conv	December 27, 2006	Starr 34 Fee #1 and #2	E-Mail: Lanning to Hodges	a) Attached form of T.A. b) They will not grant a 180 day CDP
Conv	December 27, 2006	Starr 34 Fee #1 and #2	E-mail: Hodges to Lanning	What initial terms are they proposing on the T.A.?
Conv	December 27, 2006	Starr 34 Fee #1 and #2	E-mail: Lanning to Hodges	a) Asked that MYCO advise as to proposed spud date b) 90 days might be sufficient c) Most leases are 2008, couple in 2007
Conv	December 27, 2006	Starr 34 Fee #1 and #2	E-mail: Hodges to Lanning	a) 90-day, \$400/acre, 75% NRI with no continuous drilling would not be acceptable to Frank. b) We do not agree with continuance.
Conv	December 28, 2006	Starr 34 Fee #1 and #2	Conv: Hodges, Lanning and Tower @ EOG	a) Discussed history of effort to come to some sort of agreement on this project. b) Discussed possible T.A. terms. c) If we can't come to terms, they want to be able to take it out to industry... they want to put off force pool d) MYCO not ready to put force pool off, if we can not come to terms before hearing, will consider after talking with Frank.
Conv	January 30, 2007	Starr 34 Fee #1 and #2	E-mail: Hodges to Bruce	Request to continue FP hearing because EOG is making a deal with a third party and they need time to think about it.
Conv	February 12, 2007	Starr 34 Fee #1 and #2	E-mail: Hodges to Bruce	Request to continue FP because Chesapeake obtained EOG interest and they have title work to do.
Conv	February 26, 2007	Starr 34 Fee #1 and #2	E-mail: Hodges to Bruce	Request to continue.
Conv	March 7, 2007	Starr 34 Fee #1 and #2	E-mail: Hodges to Bruce	Hearing date status. Notified him that Myco had made a deal with the Allar group on the Starr #2 (N2) and are still waiting on

Exhibit	Date of Communication	Well Name	Type of Communication	Summary of Communication
				Summary of Communication Chesapeake.
Conv	March 14, 2008	Starr 34 Fee #1 and #2	E-mail: Hodges to Bruce	Request to continue FP
Conv	April 4, 2007	Starr 34 Fee #1 and #2	E-mail: Hodges to Jim Ball	Notified Chesapeake that hearing in currently set for 4/12. There is a chance that Starr wells will be postponed but no final decision has been made.
Conv	April 11, 2007	Starr 34 Fee #1 and #2	E-mail: Ball to Hodges	Needs status of force pool hearing.
Conv	June 12, 2007	Starr 34 Fee #1 and #2	E-mail: Hodges to Ball	No change on status. Does Chesapeake want wells drilled this year?
Conv	June 12, 2007	Starr 34 Fee #1 and #2	E-mail: Hodges to Bruce	Status on Starr FP; Currently set for 6/21.
Conv	July 12, 2007	Starr 34 Fee #1 and #2	E-mail: Hodges to Ball	Final decision to withdraw well proposals and force pool proceedings. If Chesapeake wants to drill let us know and we'll try to work something out.
Conv	July 12, 2007	Starr 34 Fee #1 and #2	E-mail: Hodges to Bruce	Request to withdraw FP proceedings on the Starr wells.
Conv	July 12, 2007	Starr 34 Fee #1 and #2	E-mail: Ball to Hodges	Will pass along information. Request that MYCO wait a few days before shutting everything down and withdrawing the pooling on the Starr.
Conv	November 28, 2007	Starr 34 Fee #1 and #2	E-mail: Hodges to Ball	Touching base to see what Chesapeake's thoughts are on the Starr
Conv	April 9, 2008	Starr 34 Fee #1	Conv: Hodges and Ed Birdshead @ Ches.	Notified Chesapeake of well proposal that will be sent out.
Conv	April 10, 2008	Starr 34 Fee #1	E-mail: Palomin to Birdshead	MYCO is still working on incorporating minor changes to the JOA; package will go out soon. Birdshead wondered if JOA was already in place.
Conv	April 16, 2008	Starr 34 Fee #1	E-mail: Palomin to Birdshead	Notified Ed Birdshead that proposal was being sent out Federal Express.
Ex	April 16, 2008	Starr 34 Fee #1	Ltr: Well proposal w/ AFE and JOA	Proposal sent federal express to Birdshead with AFE and JOA. Requested prompt reply because rig would be available in 2-3 weeks
Conv	April 21, 2008	Starr 34 Fee #1	E-mail: Palomin to Birdshead	Forwarded title information that was requested from Ed Birdshead

Exhibit	Date of Communication	Well Name	Type of Communication	Summary of Communication
				to verify interest
Conv	April 21, 2008	Starr 34 Fee #1	E-mail: Hodges to Birdshead	Supplied geology information that encouraged MYCO to drill the Starr #1 as requested by Birdshead
Conv	April 28, 2008	Starr 34 Fee #1	E-mail: Hodges to Birdshead, Godsey, Ramsey @ Chk.	Status e-mail regarding Starr. MYCO has opportunity to spud the well within the week. Provided information about rig and casing that is available. Recall was that Chesapeake was interested in participating. Would like to take advantage of timing with higher gas prices and production data from surrounding wells. MYCO would like to have Chesapeake as a partner but would be willing to work out some sort of deal in the next day or so.
Conv	April 29, 2008	Starr 34 Fee #1	E-mail: Birdshead to Hodges	No word yet from Chesapeake. Will take the proposal to team meeting to try to get response.
Ex	April 30, 2008	Starr 34 Fee #1	Ltr: Hodges to Birdshead	Follow-up letter regarding proposal. MYCO is proceeding with plans to drill Starr #1. Chesapeake has leases that will expire in 4 months. If they do not want to participate consider granting MYCO a no bonus, 80% NRI assignment.
Conv	May 2, 2008	Starr 34 Fee #1	E-mail: Birdshead to Hodges	Starr acreage is in the acreage that Chesapeake would like to swap or divest of. Provided plat of acreage
Conv	May 7, 2008	Starr 34 Fee #1	E-mail: Hodges to Birdshead	Acreage ownership is different from the area they want to swap so it wouldn't work. Verifying that they received FP notice. Notifying Chesapeake that rig would be moving today or tomorrow.
Conv	May 7, 2008	Starr 34 Fee #1	E-mail: Birdshead to Hodges	Has not received FP notice yet. Replied that MYCO received theirs today. Will forward a copy tomorrow in case they don't get theirs.
Conv	May 9, 2008	Starr 34 Fee #1	E-mail: Hodges to Birdshead	Touching base on FP notice. Notified that EOG is building location to the SE of the Starr.
Conv	May 9, 2008	Starr 34 Fee #1	E-mail: Birdshead to Hodges	Chesapeake sent their Horizontal WC map to EOG. He believes Chesapeake is going to farmout or provide a term assignment. Still looking for lease costs.
Conv	May 12, 2008	Starr 34 Fee #1	E-mail: Hodges to Birdshead	Reiterate April 30, 2008 term assignment request to resolve and avoid FP that is scheduled for 6/12/08. MYCO prefers to have some form of voluntary participation.

Exhibit	Date of Communication	Well Name	Type of Communication	Summary of Communication
Conv	May 12, 2008	Starr 34 Fee #1	Conv: Hodges to Birdshead	Telephone conversation leading MYCO to believe Chesapeake would participate. Visited about a small lease that was set to expire May 15. MYCO would get DOPU prepared to save the lease.
Conv	May 12, 2008	Starr 34 Fee #1	E-mail: Birdshead to Hodges	Birdshead has AFE and JOA and has routed the AFE for approval. If they participate he will work on approval of the JOA.
Ex	May 12, 2008	Starr 34 Fee #1	Ltr: Palomin to Birdshead	Letter requesting signature of the DOPU.
Conv	May 15, 2008	Starr 34 Fee #1	E-mail: Birdshead to Palomin	Confirming that signed DOPU had been received in time to be recorded by May 15. Replied that Shari had taken DOPU and hand-delivered to clerk's office for recording.
Conv	May 16, 2008	Starr 34 Fee #1	E-mail: Hodges to Birdshead	DOPU was recorded on 5/15/08
Conv	May 19, 2008	Starr 34 Fee #1	E-mail: Hodges to Birdshead	Requesting status as to participation from Chesapeake
Conv	May 19, 2008	Starr 34 Fee #1	E-mail: Birdshead to Hodges	Chesapeake is waiting on AKM's signature.
Conv	May 27, 2008	Starr 34 Fee #1	E-mail: Birdshead to Hodges	Request for MYCO to provide well information, including logs and total depth drilled to date.
Conv	May 28, 2008	Starr 34 Fee #1	E-mail: Hodges to Birdshead	Asked if Chesapeake had sent the signed AFE and JOA to MYCO