

voluntary agreement subsequent to the entry of this order, this order should become of no effect.

(14) The operator of the well and unit should notify the Division in writing of the subsequent voluntary agreement of all parties subject to the forced pooling provisions of this order.

IT IS THEREFORE ORDERED THAT:

(1) Pursuant to the application of Marbob Energy Corporation, all uncommitted mineral interests in the Morrow formation underlying all of Section 30, Township 19 South, Range 32 East, NMPM, Lea County, New Mexico, are hereby pooled thereby forming a standard 640-acre gas spacing and proration unit for the Lusk-Morrow Gas Pool. This unit shall be dedicated to Marbob's proposed SL Deep Federal Com Well No. 1 to be drilled at a standard gas well location 1980 feet from the South line and 1650 feet from the East line (Unit J) of Section 30.

(2) The operator of the unit shall commence drilling the proposed well on or before July 1, 2001, and shall thereafter continue drilling the well with due diligence to test the Morrow formation.

(3) In the event the operator does not commence drilling the well on or before July 1, 2001, Ordering Paragraph (1) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause shown.

(4) Should the well not be drilled to completion or be abandoned within 120 days after commencement thereof, the operator shall appear before the Division Director and show cause why Ordering Paragraph (1) should not be rescinded.

(5) Marbob Energy Corporation is hereby designated the operator of the subject well and unit.

(6) After pooling, uncommitted working interest owners are referred to as non-consenting working interest owners. After the effective date of this order, the operator shall furnish the Division and each known non-consenting working interest owner in the unit an itemized schedule of estimated well costs.

(7) Within 30 days from the date the schedule of estimated well costs is furnished, any non-consenting working interest owner shall have the right to pay its share of estimated well costs to the operator in lieu of paying its share of reasonable well costs out