

VOLUNTARY POOLING AGREEMENT

This agreement (the "Agreement") is entered into _____ between _____, the owners of certain real property located in _____ Township, _____ County, State of Michigan (together the "Owners") upon the terms and conditions set forth below.

1. **Background.** MCL 324.61513 authorizes drilling agreements pooling oil and gas resources, when separate tracts cannot be independently developed and operated in conformity with an established well-spacing program for the field or area. The Owners own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this Agreement which cannot be independently developed and operated in conformity with the well-spacing program. The Owners desire to pool their respective mineral interests in lands subject to this Agreement for the purpose of developing and producing pooled substances in accordance with the terms and conditions of this Agreement.
2. **Consideration.** In consideration of the covenants of each of the other Owners under this Agreement and the mutual advantages to the Owners, the Owners have entered into this Agreement.
3. **Pooled Area.** The lands covered by this Agreement are described as follows:

(together the "Properties", or individually a "Property"). The Properties contain _____ acres (the "pooled area"). The attached Exhibit A consists of plat maps of the Properties which make up the pooled area. The attached Exhibit B designates the Owners of the pooled area and shows the acreage, percentage, and ownership of oil and gas interests in all lands within the pooled area.

4. **Formations.** This Agreement shall include only the formation(s) underlying the Properties and the "pooled substances," producible from those formation(s).
5. **Operation.** All matters of operation shall be governed by the terms and provisions of this Agreement.
6. **Allocation.** The pooled area shall be developed and operated as an entirety, with the understanding and agreement that all pooled substances produced shall be allocated among the Owners in the proportion to the acreage interest of each Owner in relation to the entire acreage committed to this Agreement.
7. **Royalties.** The royalties payable on pooled substances shall be determined and paid on the basis prescribed in each of the individual leases.
8. **Interpretations.** The commencement, completion, continued operation, or production of a well or wells for pooled substances in the pooled area shall be construed as the commencement, completion, continued operation, or production on all of the lands comprising the pooled area. Operations or production pursuant to this Agreement shall be deemed to be operations or production as to each lease.
9. **Length of Agreement.** This Agreement shall remain in force and effect for a period of ____ (__) years and thereafter for as long as pooled substances are being produced from the pooled area in paying quantities.
10. **Run With the Land and Assignment.** The covenants of this Agreement shall run with the Properties interest covered by this Agreement shall be subject to this Agreement.
11. **Effect.** This Agreement shall be binding upon the Owners and their respective heirs, personal representatives, executors, administrators, successors, and assigns.
12. **Effective Date.** This Agreement shall become effective as of the date first shown above or the date of the onset of production of pooled substances, whichever is earlier.

OWNERS:

By: _____
Its: _____

By: _____
Its: _____