

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹)	Case No. 15-11934 (CSS)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket Nos. 1322, 1349, 1425

ORDER (I) AUTHORIZING (A) THE SALE OF THE WEST ANADARKO ASSET PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (B) THE DEBTORS' ENTRY INTO AND PERFORMANCE OF THEIR OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT AND ANCILLARY AGREEMENTS, AND (C) THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF

Upon the motion [Docket No. 1322] (the "Motion")² and the supplement to the Motion [Docket No. 1349] of the above-captioned debtors and debtors in possession (collectively, the "Debtors")³ for entry of an order (this "Order"), among other things, (a) authorizing the sale (the "Sale") of the Assets (as defined in the Tecolote Agreement (as defined below)) contemplated by the West Anadarko Stalking Horse Agreement to Tecolote Holdings, LLC (or any Affiliate transferee or transferees pursuant to the terms of the Tecolote Agreement, the "Buyer"), pursuant

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation's corporate headquarters and the Debtors' service address is: Two West Second Street, Tulsa, Oklahoma 74103.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Tecolote Agreement (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a capitalized term, the meaning ascribed to such term in the Tecolote Agreement shall control.

³ All references to the "Debtors" shall include the debtors and their estates.

to the Asset Purchase Agreement between Samson Resources Company and the Buyer, dated as of September 2, 2016 (together with all other documents contemplated thereby, as such agreement may be amended, restated or supplemented, the "Tecolote Agreement"), a copy of which is attached hereto as Exhibit 1, free and clear of all Liens, Claims, and Interests (each as defined herein); (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases to the Buyer; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having entered the *Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 1425] (the "Bidding Procedures Order"); and the Debtors having filed the *Notice of Auction* [Docket No. 1454] (the "Notice of Auction") stating that the Debtors did not receive any competing Bids for the Assets; and the Debtors having filed the *Notice of Successful Bidder and Backup Bidder* [Docket No. 1499] (the "Notice of Successful Bidders") identifying the Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements and evidence in support of the relief requested therein at a hearing before the Court that commenced on October 17, 2016 (the "Sale Hearing");

and the Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY FOUND AND DETERMINED THAT:**

Findings of Fact and Conclusions of Law

A. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

Jurisdiction and Venue

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Assets pursuant to 28 U.S.C. § 1334(e), as such Assets are property of the Debtors' chapter 11 estates, and, as a result of such jurisdiction, this Court has all necessary power and authority to grant the relief contained herein. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

C. The statutory and other legal bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014 and Local Rule 6004-(1). The consummation of the

transactions contemplated by the Tecolote Agreement and this Order is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and the Debtors and the Buyer have complied with all of the applicable requirements of such sections and rules in respect of such transactions.

Notice

D. As evidenced by the affidavits and/or certificates of service and publication notice filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the executory contracts and unexpired leases specified as of the date hereof pursuant to the Tecolote Agreement (the "Assigned Contracts" and the "Assigned Leases," respectively), the Cure Costs (as defined below), the Sale Hearing, and all deadlines related thereto, has been provided, as relevant, in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, Local Rule 6004-(1) and in compliance with the Bidding Procedures Order, to all interested persons and entities, including, without limitation, the Notice Parties (as defined below).

E. Notice of the Sale Hearing was published in the *New York Times* and *Tulsa World* in accordance with the Bidding Procedures Order and was sufficient and proper notice to any other interested parties, including those parties whose identities are unknown to the Debtors. With respect to any parties that may have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors, the publication of the notice of the Sale Hearing was sufficient and reasonably calculated under the circumstances to reach such parties.

F. The Debtors served notices substantially in the form included in the *Notice of Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in*

Connection with the Sale of Certain of the Debtors' Assets and the Proposed Cure Costs [Docket No. 1458] (each a "Notice of Assumption and Assignment"), in accordance with the Bidding Procedures, identifying, among other things, the Cure Costs (as defined below). The Debtors served the Notice of Assumption and Assignment on each of the non-Debtor counterparties to the Assigned Contracts (as defined above) and the Assigned Leases (as defined above). The service of the Notice of Assumption and Assignment was sufficient under the circumstances and in full compliance with the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors' assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases or the Cure Costs. All non-Debtor counterparties to the Assigned Contracts and the Assigned Leases have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Assigned Leases and the Cure Costs.

G. The notice described in the foregoing Paragraphs C–F is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights, and all deadlines related thereto is or shall be required.

Marketing and Sale Process

H. The Sale of the Assets to the Buyer pursuant to the Bidding Procedures was duly authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code, Bankruptcy Rule 6004(f) and Local Rule 6004-1. As demonstrated by (i) testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors and their professionals, agents, and other representatives have

marketed the Assets and conducted all aspects of the sale process, including the solicitation of bids for the Assets, in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures were duly noticed, were substantively and procedurally fair to all parties, including all Potential Bidders and all provisions governing credit bidding, and were conducted in a diligent, non-collusive, fair and good-faith manner.

I. The Bid Deadline passed at 5:00 p.m. (prevailing Eastern Time), on October 4, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order. On October 6, 2016, the Debtors filed the Notice of Auction stating that the Debtors did not receive any competing Bids for the Assets. Pursuant to the terms of the Bidding Procedures, the transaction contemplated by the Tecolote Agreement was the highest and best bid for the Assets and, therefore, was designated as the Successful Bid. On October 11, 2016, the Debtors filed the Notice of Successful Bidders identifying the Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order. As established by the record of the Sale Hearing, the bidding and related procedures established by the Bidding Procedures Order have been complied with in all material respects by the Debtors and the Buyer. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Assets, and the Tecolote Agreement constitutes the best and highest offer for the Assets.

Corporate Authority

J. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541 of the Bankruptcy Code. The Debtors (i) have full corporate power and authority to execute the Tecolote Agreement and all other documents contemplated thereby, and the Sale to the Buyer has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and all transactions contemplated by the Tecolote Agreement, (iii) have taken all corporate action necessary to authorize and approve the Tecolote Agreement and the consummation by the Debtors of the Sale and all transactions contemplated thereby, and (iv) require no consents or approvals, other than those expressly provided for in the Tecolote Agreement, to consummate such transactions.

Highest and Best Offer; Business Judgment

K. The Debtors have demonstrated a sufficient basis to enter into the Tecolote Agreement, sell the Assets on the terms outlined therein and assume and assign the Assigned Contracts and the Assigned Leases to the Buyer under sections 363 and 365 of the Bankruptcy Code. All such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their creditors, their estates and other parties in interest. Approval of the Sale pursuant to the Tecolote Agreement at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

L. The offer of the Buyer, upon the terms and conditions set forth in the Tecolote Agreement, including, without limitation, the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures, (ii) is in the best interests of the Debtors, their

creditors, their estates and other parties in interest and (iii) constitutes full and adequate consideration, is fair and reasonable and constitutes reasonably equivalent value, fair consideration, and fair value for the Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

Opportunity to Object

M. A reasonable opportunity to object or be heard with respect to the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests or Surface Rights, and all deadlines related thereto has been afforded to all interested persons and entities, including, without limitation: (i) the Office of the U.S. Trustee for the District of Delaware; (ii) the Committee; (iii) the agent under the Debtors' first lien credit facility; (iv) counsel to the agent under the Debtors' first lien credit facility; (v) the agent under the Debtors' second lien credit facility; (vi) counsel to the agent under the Debtors' second lien credit facility; (vii) the Internal Revenue Service and all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (viii) the United States Securities and Exchange Commission; (ix) counsel to the Stalking Horse Bidders; (x) all parties who have expressed a written interest in some or all of the Assets; (xi) all entities known to hold or to have asserted any "Lien," "Claim," or "Interest" (each as defined herein) with respect to any of the Assets; (xii) all parties entitled to notice

pursuant to Local Rule 2002-1(b); (xiii) each governmental agency that is an interested party with respect to the Sale and transactions proposed thereunder, including, without limitation, the United States Bureau of Land Management and the United States Bureau of Indian Affairs; (xiv) all known creditors of the Debtors, including their contract counterparties; and (xv) all parties with an oil and gas interest or Surface Rights, including, without limitation, a royalty interest or working interest, which may provide for consent rights or preferential purchase rights with respect to certain of the Assets (the foregoing persons and entities, collectively, the "Notice Parties").

Good Faith Purchaser; Arm's Length Sale

N. The Tecolote Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors, nor the Buyer, nor any affiliate of the Buyer has engaged in any conduct that would cause or permit the Tecolote Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

O. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

P. Neither the Buyer nor any of its affiliates, members, officers, directors, shareholders or any of its or their respective successors or assigns is an "insider" or "affiliate" of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code, and the Buyer's professionals, agents and other representatives have complied in all respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the Tecolote Agreement. The Tecolote Agreement complies with the Bidding Procedures Order and all other applicable orders of this Court.

Free and Clear Transfer Required by Buyer

Q. The Buyer would not have entered into the Tecolote Agreement and would not consummate the Sale, thus adversely affecting the Debtors, their estates, and their creditors, if each of (i) the Sale and (ii) the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer were not free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities) as more fully set forth in Paragraph 8 of this Order, or if the Buyer would, or in the future could, be liable for any of the Excluded Liabilities. For the avoidance of doubt, the Buyer shall have no responsibility whatsoever with respect to the Excluded Liabilities, which shall remain the responsibility of the Debtors before, on, and after the Closing.

R. As of the Closing, pursuant and subject to the terms of the Tecolote Agreement and this Order, the transfer of the Assets and the Sale will effect a legal, valid, enforceable, and effective transfer of the Assets and will vest the Buyer with all of the Debtors' rights, title, and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities), including, without limitation, (i) mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights under any operating agreement not assumed by or assigned to the Buyer, right of use or possession, subleases, leases, conditional sale arrangements, any dedication under any gathering, transportation, treating, purchasing or similar agreement that is not assumed by or assigned to the Buyer, or any rights that purport to give any party a right of first refusal or consent with respect to the Debtors'

interest in the Assets or any similar rights; (ii) all claims as defined in Bankruptcy Code section 101(5), including, without limitation, all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of the above-captioned cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iv) any rights based on any successor or transferee liability; (v) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, or any similar rights; (vi) any rights under labor or employment agreements; (vii) any rights under mortgages, deeds of trust, and security interests; (viii) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor subsidiary or affiliate; (ix) any rights under pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act

of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (x) any other employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and of any similar state law (collectively, "COBRA"), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (xi) any bulk sales or similar law; (xii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets prior to the Closing, including, without limitation, any *ad valorem* taxes assessed by any applicable taxing authority; and (xiii) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract or an Assigned Lease that will be assumed and assigned pursuant to this Order and the Tecolote Agreement; and (xiv) any other Excluded Liabilities as provided in the Tecolote Agreement.

Satisfaction of Section 363(f)

S. The Debtors may sell the Assets free and clear of any and all Liens, Claims, and Interests (each as defined herein) of any kind or nature whatsoever, including any rights or claims based on any putative successor or transferee liability, as set forth herein, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims, and/or Interests, and holders of any consent and preferential purchase rights related to oil and gas interests or Surface Rights, and any non-Debtor counterparties to the Assigned Contracts and Assigned Leases, who did not object, or who withdrew their objection, to the Sale, the Motion, the assumption and assignment of the applicable Assigned Contract or Assigned Lease or the associated Cure Cost are deemed to have consented to the relief granted herein pursuant to section 363(f)(2) of the Bankruptcy Code. Those (i) holders of Liens, Claims, or Interests and (ii) non-Debtor parties to Assigned Contracts and Assigned Leases that did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code or are adequately protected by having their Liens, Claims, or Interests, if any, attach to the portion of the proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force and effect, if any, which they now have against such Assets, subject to any claims and defenses the Debtors or their estates may possess with respect thereto.

No Successorship

T. Neither the Buyer nor any of its affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors

and/or their estates, except as otherwise expressly provided in the Tecolote Agreement or this Order.

Assigned Contracts and Assigned Leases

U. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts and the Assigned Leases to the Buyer in each case in connection with the consummation of the Sale and (ii) that the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts and the Assigned Leases being assigned to the Buyer are an integral part of the Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Assigned Contracts and the Assigned Leases are reasonable and enhance the value of the Debtors' estates. Any non-Debtor counterparty to an Assigned Contract or Assigned Lease that has not actually filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

Cure Costs and Adequate Assurance

V. The Debtors and the Buyer, as applicable, have, including by way of entering into the Tecolote Agreement, and agreeing to the provisions relating to the Assigned Contracts and Assigned Leases therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts and Assigned Leases within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts and the

Assigned Leases within the meaning of section 365(b)(1)(B) of the Bankruptcy Code and the Buyer has, based upon the record of these proceedings, including the evidence proffered by the Debtors at the Sale Hearing, provided adequate assurance of its future performance of and under the Assigned Contracts and the Assigned Leases pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's promise under the Tecolote Agreement to perform the obligations under the Assigned Contracts and the Assigned Leases after the Closing shall constitute adequate assurance of future performance under the Assigned Contracts and the Assigned Leases being assigned to the Buyer within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby deemed to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts and the Assigned Leases under section 365(b) of the Bankruptcy Code.

Time Is of the Essence; Waiver of Stay

W. Time is of the essence in consummating the Sale. In order to maximize the value of the Assets, it is essential that the sale and assignment of the Assets occur within the time constraints set forth in the Tecolote Agreement. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Motion is Granted

1. The relief requested by the Motion is granted as set forth herein.

Objections Overruled

2. All objections to the entry of this Order or to the relief granted herein, whether filed, stated on the record before this Court or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the

merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. Notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights, and all deadlines related thereto was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of the Tecolote Agreement

4. The Tecolote Agreement, including all of the terms and conditions thereof, is hereby approved. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary to fulfill their obligations under, and comply with the terms of, the Tecolote Agreement and to consummate the Sale pursuant to and in accordance with the terms and conditions of the Tecolote Agreement and this Order, without further leave of the Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the transactions contemplated by the Tecolote Agreement or perform their obligations under the Tecolote Agreement.

5. The Debtors are authorized, in accordance with the Tecolote Agreement, to execute and deliver, and empowered to perform under, consummate, and implement, the Tecolote Agreement, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the Tecolote Agreement, and to take all further actions as may be reasonably requested by the Buyer for the purpose of assigning,

transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Tecolote Agreement.

Binding Effect of Order

6. This Order and the Tecolote Agreement shall be binding upon all creditors of, and equity holders in, the Debtors and any and all other parties in interest, including, without limitation, any and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever, all non-Debtor parties to the Assigned Contracts and the Assigned Leases, the Buyer, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries, and any trustee or successor trustee appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code. Nothing contained in any chapter 11 (or other) plan confirmed in these bankruptcy cases or the confirmation order confirming any such plan shall conflict with or derogate from the provisions of the Tecolote Agreement or this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

Amendments to the Tecolote Agreement

7. The Tecolote Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by both parties and in accordance with the terms thereof, without further order of this Court, but upon prior reasonable notice and consultation with the Committee, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates. The Tecolote Agreement shall not be altered, amended, rejected,

discharged or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer.

Transfer of the Assets Free and Clear

8. The Buyer shall assume and be liable for only those liabilities expressly assumed pursuant to the Tecolote Agreement. Pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing, the Assets shall be transferred to the Buyer free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever, with the sole exception of the Permitted Encumbrances and the Assumed Liabilities. For purposes of this Order, "Liens," "Claims," and "Interests" shall mean:

- a. any and all charges, liens (statutory or otherwise), claims, mortgages, leases, subleases, hypothecations, deeds of trust, pledge, security interests, options, rights of use or possession, rights of first offer or first refusal (or any other type of preferential arrangement), rights of consent, rights of setoff, successor liability, easements, servitudes, restrictive covenants, interests or rights under any operating agreement, encroachments, encumbrances, third-party interests or any other restrictions or limitations of any kind with respect to the Assets including all the encumbrances or other restrictions or limitations on use set forth in Paragraph R above (collectively, "Liens");
- b. any and all claims as defined in section 101(5) of the Bankruptcy Code and jurisprudence interpreting the Bankruptcy Code, including, without limitation, (i) any and all claims or causes of action based on or arising under any labor, employment or pension laws, (ii) any and all claims or causes of action based upon or relating to any putative successor or transferee liability, and (iii) any and all other claims, causes of action, rights, remedies, obligations, liabilities, counterclaims, cross-claims, third party claims, demands, restrictions, responsibilities, or contribution, reimbursement, subrogation, or indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors or any of their respective affiliates, subsidiaries, directors, officers, agents, successors or assigns in connection with or relating to the Debtors, their operations, their business, their liabilities, the Debtors' marketing and bidding process with respect to the Assets, the Assigned Contracts, or the transactions contemplated by the Tecolote Agreement including all the claims set forth in Paragraph R above (collectively, "Claims"); and

- c. any and all equity or other interests of any kind or nature whatsoever in or with respect to (x) any of the Debtors or their respective affiliates, subsidiaries, successors or assigns, (y) the Assets, or (z) the Assigned Contracts, including all the interests set forth in Paragraph R above (collectively, "Interests"),

whether in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the Closing. Any and all such Liens, Claims, and Interests shall attach to the portion of the proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. On the Closing, the Buyer shall take title to and possession of the Assets subject only to the Permitted Encumbrances and the Assumed Liabilities.

Vesting of Assets in the Buyer

9. The transfer of the Assets to the Buyer pursuant to the Tecolote Agreement shall constitute a legal, valid, and effective transfer of the Assets on the Closing, and shall vest the Buyer with all of the Debtors' rights, title and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities).

10. The Buyer is hereby authorized in connection with the consummation of the Sale to allocate the Assets, including the Assigned Contracts and Assigned Leases, among its affiliates, agents, designees, assigns, and/or successors, in a manner as it in its sole discretion

deems appropriate, and to assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of any of the Assets, including the Assigned Contracts and Assigned Leases, to its affiliates, designees, assignees and/or successors with all of the rights and protections accorded to the Buyer under this Order and the Tecolote Agreement with respect thereto, and the Debtors shall cooperate with and take all actions reasonably requested by the Buyer to effectuate any of the foregoing.

Release of Liens

11. If any person or entity that has filed any financing statements, mortgages, mechanic's liens, *lis pendens*, or any other documents or agreements evidencing a Lien on the Debtors or any of the Assets conveyed pursuant to the Tecolote Agreement and this Order shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens which the person or entity has with respect to the Debtors or the Assets or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of any kind or nature whatsoever. Upon releasing of any Liens, the Liens will attach to the proceeds of the Sale in the order and priority that existed prior to such releases.

Deemed Consent and Waiver of Preferential Purchase Rights

12. Parties with an oil and gas interest or an interest in a Surface Right, including, without limitation, a royalty interest or working interest providing for consent rights or

preferential purchase rights with respect to certain of the Assets and who received notice in accordance with the applicable provisions of the Tecolote Agreement and the Bidding Procedures Order and failed to timely object are hereby deemed to consent to the Sale and/or waive their ability (if any) to exercise any preferential purchase right or consent right with respect to the Sale.

Police and Regulatory Power of Governmental Units

13. Nothing in this Order or the Tecolote Agreement releases, nullifies, precludes, or enjoins the enforcement of any police power by, or any regulatory liability to, any governmental unit under any applicable Environmental Law⁴ on the part of any entity as the owner or operator of property after the Closing. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets on account of the filing or pendency of these chapter 11 cases or, to the extent provided by section 525 of the Bankruptcy Code, the consummation of the transactions contemplated by the Tecolote Agreement, including, without limitation, the Sale and the Debtors' assumption and assignment of the Assigned Contracts and Assigned Leases to the Buyer. Nothing in this Order authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under Environmental Law.

⁴ As used in this Order, "Environmental Law" means all federal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right to Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; and any state or local equivalents.

Assumption and Assignment of Assigned Contracts and Assigned Leases

14. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

15. The Debtors are hereby authorized, in accordance with the Tecolote Agreement, and in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (i) assume and assign to the Buyer the Assigned Contracts and the Assigned Leases, effective upon and subject to the occurrence of the Closing, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities), which Assigned Contracts and Assigned Leases, by operation of this Order, shall be deemed assumed and assigned to the Buyer effective as of the Closing, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer may deem necessary to assign and transfer the Assigned Contracts and the Assigned Leases to the Buyer.

16. Subject to Paragraph 17 hereof:

- a. The Debtors are authorized to and may assume all of the Assigned Contracts and the Assigned Leases in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to and may assign each Assigned Contract and Assigned Lease to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract or Assigned Lease that prohibit or condition the assignment of such Assigned Contract or Assigned Lease on the consent of the counterparty thereto or allow the non-Debtor party to such Assigned Contract or Assigned Lease to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract or Assigned Lease, shall constitute unenforceable anti-assignment provisions which are expressly preempted under section 365 of the Bankruptcy Code and void and of no force and effect.
- c. All requirements and conditions under sections 363 and 365 of the

Bankruptcy Code for the assumption and assignment of the Assigned Contracts and Assigned Leases by the Debtors to the Buyer have been satisfied.

- d. Upon the Closing, the Assigned Contracts and Assigned Leases shall be transferred and assigned to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract or Assigned Lease (including those of the type described in sections 365(b)(2), 365(e)(1) and 365(f) of the Bankruptcy Code) that prohibits, restricts, limits, or conditions such assignment or transfer pursuant to section 365(k) of the Bankruptcy Code.
- e. After the Debtors' transfer and assignment of the Assigned Contracts and the Assigned Leases to the Buyer, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title, and interest of each Assigned Contract and Assigned Lease.
- f. Any portion of any Assigned Lease which purports to permit a landlord thereunder to cancel the remaining term of such Assigned Lease if the Debtors discontinue their use or operation of the leased premises is void and of no force and effect, and shall not be enforceable against the Buyer, or its assignees and sublessees; and the landlords under any such Assigned Lease shall not have the right to cancel or otherwise modify the Assigned Lease or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such Assigned Lease to the Buyer, or the interruption of business activities at any of the leased premises.

17. All defaults and all other obligations of the Debtors under the Assigned Contracts and the Assigned Leases occurring, arising or accruing prior to the assignment thereof to the Buyer at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Assigned Contract and Assigned Lease in the amounts set forth in the Notice of Assumption and Assignment or any Supplemental Notice of Assumption and Assignment (or any other cure cost reached by agreement after an objection to the proposed cure cost by a counterparty to an Assigned Contract or Assigned Lease), which was served in

compliance with the Bidding Procedures Order, and as set forth on the schedule attached hereto as Exhibit 2 (the "Cure Costs"), and which Cure Costs were satisfied, or shall be satisfied as soon as practicable, by the Debtors or by the Buyer, as the case may be, as provided in the Tecolote Agreement. For the avoidance of doubt, Cure Costs, as defined herein, shall not include any obligations owed under Federal Leases prior to the assumption and assignment of such Federal Leases; except however, solely as between Tecolote and the Debtors (including for purposes of the Tecolote Agreement), the definition of Cure Costs shall include any obligations that are due and owing under the Federal Leases prior to the assumption and assignment of such Federal Leases. For all Assigned Contracts and Assigned Leases for which a Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the Tecolote Agreement upon the later of (a) the Closing and (b) for any Assigned Contracts or Assigned Leases for which an objection has been filed to the assumption and assignment of such agreement or the Cure Costs relating thereto and such objection remains pending as of the date of this Order, the resolution of such objection by settlement or order of this Court. For all Assigned Contracts and Assigned Leases for which a Supplemental Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the Tecolote Agreement upon the later of (x) 14 days following service of the Supplemental Notice of Assumption and Assignment and (y) if an objection to the Supplemental Notice of Assumption and Assignment is timely filed in accordance with the Bidding Procedures Order, the resolution of such objection by settlement or order of this Court.

18. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach for any Assigned Contract or Assigned Lease that occurs after the effectiveness of such assumption and assignment to the Buyer.

Modification of the Automatic Stay

19. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the Tecolote Agreement and the provisions of this Order.

Release of Liens by Creditors; Collection of Assets

20. Except as expressly provided to the contrary in this Order or in the Tecolote Agreement, the holder of any valid Lien, Claim or Interest in the Debtors or the Assets shall, as of the Closing, be deemed to have waived and released such Lien, Claim or Interest, without regard to whether such holder has executed or filed any applicable release, and such Lien, Claim or Interest shall automatically, and with no further action by any party, attach to the portion of the proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. Notwithstanding the foregoing, any such holder of such a Lien, Claim, or Interest is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors; *provided* that, this Paragraph 20 shall not apply to or affect (a) any third party working interests, third party royalty interests, third party production payments, or third party net profits interests that are not owned by the Debtors (or any interest subject to section 541(b)(4) of the Bankruptcy Code) or (b) any obligations of the Debtors that are assumed by the Buyer under any applicable

joint operating agreement or similar agreements that are assumed by the Buyer and relate to operations of the Assets, except to the extent that such obligations have given rise to liabilities that are matured and presently due and owing by the Debtors as of the Closing.

21. As of the Closing, the Buyer and its successors and assigns shall be, without any underlying obligation, designated and appointed as the Debtors' true and lawful attorney with full power of substitution in the Debtors' name and stead on behalf of and for the benefit of the Buyer, and its successors and assigns, for the following sole and limited purposes: to have the power to demand and receive any and all of the Assets and to give receipts and releases for and in respect of the Assets, or any part thereof, and from time to time to institute and prosecute against third parties for the benefit of the Buyer, its successors and assigns, proceedings at law, in equity or otherwise, which the Buyer, and its successors and assigns, may deem proper for the collection or reduction to possession of any of the Assets.

Effect of Recordation of Order

22. This Order, once filed, registered, or otherwise recorded, (a) shall be effective as a conclusive determination that, upon the Closing, all Liens, Claims and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities) existing as to the Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, local officials, notaries, protonotaries, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept,

file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to, the Assets. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Tecolote Agreement, including, without limitation, recordation of this Order. Notwithstanding the prior two sentences and for the avoidance of doubt, section 1146(a) of the Bankruptcy Code shall not apply to the Sale.

Administrative Priority Status

23. Any amounts that become payable by the Debtors to the Buyer pursuant to the Tecolote Agreement and any related agreements executed in connection therewith shall (a) be entitled to administrative expense claim status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (b) not be subordinate to any other administrative expense claim against the Debtors other than allowed claims entitled to priority under section 507(b) of the Bankruptcy Code, (c) not be altered, amended, discharged or affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the Tecolote Agreement without further order of this Court.

Prohibition of Actions Against the Buyer

24. Except for the Permitted Encumbrances and the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the Tecolote Agreement or this Order, the Buyer and its affiliates shall have no liability or responsibility for any liability or other obligation of the Debtors' arising under or related to the Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the

Tecolote Agreement, the Buyer and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character including, without limitation, to any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law, ERISA, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, without limitation, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or any claims under the WARN Act or any claims related to wages, benefits, severance or vacation pay owed to employees or former employees of the Debtors.

25. Effective upon the Closing, with the sole exception of any enforcement of rights related to the Permitted Encumbrances and the Assumed Liabilities, all persons and entities shall be, and hereby are, forever barred and estopped from (a) taking any action that would adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer in accordance with the terms of this Order and the Tecolote Agreement and (b) asserting, prosecuting, or otherwise pursuing, whether in law or in equity, in any judicial, administrative, arbitral or other proceeding, any Liens, Claims or Interests of any kind or nature whatsoever against the Buyer and its successors, designees, assigns, or property, or the Assets conveyed under this Order in accordance with the Tecolote Agreement.

No Interference

26. Following the Closing, no holder of a Lien, Claim and/or Interest in or against the Debtors or the Assets shall interfere with the Buyer's title to or use and enjoyment of the Assets

based on or related to such Lien, Claim, and/or Interest or any actions that the Debtors may take in their bankruptcy cases or any successor cases.

Retention of Jurisdiction

27. This Court retains jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of the this Order and the Tecolote Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, without limitation, retaining jurisdiction to: (a) compel delivery of the Assets or performance of other obligations owed to the Buyer; (b) compel delivery of the proceeds of the Sale or performance of other obligations owed to the Debtors; (c) resolve any disputes arising under or related to the Tecolote Agreement, except as otherwise provided therein; (d) interpret, implement, and enforce the provisions of this Order; and (e) protect the Buyer and its affiliates against (i) any Liens, Claims and Interests in or against the Debtors or the Assets of any kind or nature whatsoever and (ii) any creditors or other parties in interest regarding the turnover of the Assets that may be in their possession; *provided* that, for the avoidance of doubt, the Court's jurisdiction shall not continue with respect to any regulatory actions or administrative proceedings related to any Federal Leases (defined below) between the Debtors or the Buyer and its assigns, on one hand, and the United States Department of Interior ("DOI") on the other.

No Stay of Order

28. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the Tecolote Agreement at any time pursuant to the terms thereof.

Good Faith Purchaser

29. The Sale contemplated by the Tecolote Agreement is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Assigned Contracts and the Assigned Leases), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

Preservations of Rights

30. Nothing contained in the Motion, this Order, the Tecolote Agreement, or any allocation schedule attached or related thereto shall constitute a waiver of or prejudice any argument of a party in interest regarding, or the right of any party in interest to contest, the Debtors' allocation of the proceeds of the Sale and all such rights shall be preserved. Notwithstanding the foregoing, the allocation of the proceeds of the Sale contained in the Tecolote Agreement shall be binding between the Debtors and the Buyer for the purposes set forth in the Tecolote Agreement.

31. Notwithstanding any other provision in the Motion, this Order or any implementing use, sale, or transfer documents (collectively, including the Tecolote Agreement, the "Sale Documents"), any sale, assignment and/or transfer of any interests in contracts, leases, covenants, operating rights agreements, rights-of-use and easements, and rights-of-way or other interests or agreements (a) with the federal government; (b) involving (i) federal land or minerals or (ii) lands or minerals held in trust for federally-recognized Indian tribes or Indian individuals (collectively, "Indian Landowners"); or (iii) lands or minerals held by such Indian Landowners

in fee with federal restriction on alienation (collectively, the "Federal Leases"), will be ineffective with respect thereto absent the consent of the United States and any applicable Indian Landowner; provided that such consent shall not be withheld by reason of the provisions listed in paragraphs 32 and 35, which provisions are expressly consented to by the United States. Subject to paragraph 34, the Debtors and the Buyer agree to comply with all applicable bankruptcy and non-bankruptcy law with respect to the Federal Leases, and nothing in the Sale Documents shall otherwise affect any decommissioning obligations and financial assurance requirements under the Federal Leases as determined by the United States and any applicable Indian Landowner (as provided for under applicable law and the Federal Leases) that must be met by the Debtors and/or the Buyer, as applicable. Moreover, nothing in this Order or the Sale Documents shall be interpreted to require the United States and any applicable Indian Landowner to novate, approve or otherwise consent to the assumption, sale, assignment and/or transfer of any interests in the Federal Leases; provided that, for the avoidance of doubt, the provisions in paragraphs 34 and 35 (as applicable) shall become effective and enforceable only upon the DOI and Indian Landowner (as applicable) granting such consent. For the avoidance of doubt, in order to obtain the consent of the United States and/or any applicable Indian Landowner to the assumption, sale, assignment and/or transfer of any interests in a Federal Lease, all existing defaults under such Federal Lease, including, without limitation, any outstanding rents or royalties known and satisfactorily documented to date, plus any accrued and unpaid interest lawfully chargeable must be paid (i.e., assumed and/or cured, to the extent appropriate), and nothing in this Order or the Sale Documents shall be interpreted to set Cure Costs for the Federal Leases. DOI will retain and have the right to audit and/or perform any compliance review related to the Federal Leases and, if appropriate and only as provided in paragraphs 32 and 35, to collect from the Debtors and/or

the Buyer, under applicable federal regulations, any additional monies owed by the Debtors that accrued prior to the transfer or assignment of the Federal Leases.

32. Notwithstanding anything to the contrary in this Order (including, without limitation, paragraphs 31 and 34), and solely as to the Federal Leases that do not involve land or minerals owned by or held in trust for Indian Landowners (the "Non-Indian/Tribal Federal Leases"): ⁵

- a. with respect to any audit or compliance review initiated or commenced by DOI, or its delegee, after the date of this Order (collectively, a "Future Audit"), the Debtors shall be responsible for any audit or compliance review of the Non-Indian/Tribal Federal Leases solely for the time periods prior to the Closing Date, and, if appropriate, DOI shall collect only from the Debtors' estates (and shall not seek to collect from the Buyer for any such periods) without regard to any bar date for prepetition claims established in these chapter 11 cases), and only the Debtors' estates can seek or collect refunds, credits or deductions, if any, with respect to any such periods (collectively, the "Pre-Closing Date Periods"), and all rights and defenses of the Debtors and their estates are fully preserved with respect thereto;
- b. with respect to any Future Audit, the Buyer shall be responsible for any audit or compliance review of the Non-Indian/Tribal Federal Leases for the time periods on or after the Closing Date and, if appropriate, DOI shall collect only from the Buyer (and shall not seek to collect from the Debtors for any such periods), and only the Buyer can seek or collect refunds, credits or deductions, if any, with respect to any such periods (collectively, the "Post-Closing Date Periods"), and the Buyer shall not be entitled to any administrative claim for reimbursement of any obligations for Future Audits related to the Post-Closing Date Periods;
- c. any allowed claim arising from a Future Audit related to the Non-Indian/Tribal Federal Leases for amounts that accrued during the Pre-Closing Date Periods and prior to the Petition Date shall constitute a prepetition general unsecured claim (and shall be subject to any valid setoff rights against the Debtors' estates in favor of the DOI for such period prior to the Petition Date);
- d. any allowed claim arising from a Future Audit related to the

⁵ The Debtors and the Buyer acknowledge that there are no Federal Leases involving land or minerals owned by or held in trust for Indian Landowners that are subject to the Tecolote Agreement.

Non-Indian/Tribal Federal Leases for amounts that accrued during the Pre-Closing Date Periods and on or after the Petition Date shall give rise to an administrative expense claim (and shall be subject to any valid setoff rights against the Debtors' estates in favor of the DOI for such period before the Closing Date and on or after the Petition Date);

- e. notwithstanding the foregoing provisions of this paragraph, no distribution under any confirmed chapter 11 plan will be deferred, delayed, or otherwise withheld on account of potential claims arising from any Future Audit related to the Non-Indian/Tribal Federal Leases with respect to the Pre-Closing Date Periods, and no monies for any Future Audit related to the Non-Indian/Tribal Federal Leases found due and owing will be reserved, escrowed, or otherwise set aside by the Debtors' estates (and the DOI shall not object to confirmation of any chapter 11 plan on the grounds that it does not reserve, escrow, or otherwise set aside monies on account of Future Audit claims that are unasserted as of the hearing to consider confirmation of such plan); provided that nothing in any confirmed chapter 11 plan will bar or otherwise discharge such potential claims which, if funds are available, shall be paid under the terms of the plan; and
- f. notwithstanding the foregoing provisions of this paragraph, nothing prejudices DOI with respect to the treatment of other federal and Indian oil and gas leases not covered by this Order, and the Debtors, DOI, and all other parties in interest reserve all rights and defenses with respect to any issue hereunder, including, without limitation, how such leases will be treated in any chapter 11 plan (and related asset sales) or other future sales.

33. For the avoidance of doubt, the respective obligations of the Debtors and the Buyer to the United States and/or Indian Landowners shall be governed, as between the Debtors and the Buyer (and without prejudicing the rights of any other entity), by the Tecolote Agreement, the Order, or otherwise applicable law (to the extent not covered by the Tecolote Agreement or the Order).

34. The Debtors and the Buyer, if able to obtain DOI's consent to transfer an interest in the Federal Leases, will retain all defenses and/or rights to challenge any determinations relating to the Federal Leases; provided, however, that any challenge, including, without limitation, any challenge associated with this bankruptcy proceeding and/or the DOI's exercise of its rights of consent, must be raised in the United States' administrative review process

leading to a final agency determination by the DOI. The audit and/or compliance review period shall remain open for the full statute of limitations period established by the Federal Oil and Gas Royalty Simplification and Fairness Act of 1996 (30 U.S.C. Section 1701, et seq., as amended) to the extent applicable to the Federal Lease(s) under non-bankruptcy law. For the avoidance of doubt, oil and gas royalties become due at the end of the month following the month during which the oil or gas was produced from the Federal or Indian land. Further, nothing in the Sale Documents or this Order shall affect the United States' police and regulatory powers or prohibit or limit DOI's right to draw on any surety bond issued to support the Debtors' obligations under the Federal Leases, and all parties, including the Debtors and the Buyer, reserve and preserve all rights and defenses thereto with respect to such bonds, and the United States' rights to offset or recoup any amounts due under, or relating to, any Federal Leases (if any) are expressly preserved, as are the Debtors' defenses and rights thereto.

35. Notwithstanding anything to the contrary (including, without limitation, paragraphs 31 and 32 of this Order or anything in the Sale Documents or applicable regulations), any liability for post-Closing plugging and abandonment or other decommissioning obligations related to the Assets shall be an Assumed Liability, and the Buyer (or its successors or assigns) shall be solely liable for such obligations, in each case with respect to the Federal Leases or otherwise. Further, notwithstanding any provision of this Order or the Sale Documents, the Buyer acknowledges that, as between the Buyer and the DOI, it must accept, as a condition to obtain DOI's consent in accordance with applicable regulations (including, without limitation, 25 C.F.R. § 211.53(c)), all responsibilities and prior obligations and liabilities of the Debtors (including but not limited to any underpaid royalties and rentals) with respect to any Federal

Leases involving land or minerals owned by or held in trust for Indian Landowners sought to be assumed and assigned to the Buyer pursuant to the Tecolote Agreement.⁶

36. Notwithstanding anything to the contrary in this Order or the Sale Documents, any and all rights and defenses of (a) the Debtors with respect to any claim asserted by the Indian Landowners after entry of this Order, whether directly against the Debtors or indirectly through the Buyer, and regardless of whether it is for cure costs, audit for unpaid royalties, or otherwise, and (b) the Buyer with respect to any claim asserted by the Indian Landowners after entry of this Order, whether directly against the Buyer or indirectly through the Debtors, and regardless of whether it is for cure costs, audit for unpaid royalties, or otherwise, are in each case all fully reserved and preserved.

37. Nothing in this Order shall be construed to authorize or permit: (a) the sale of any compressors owned by J-W Power Company ("J-W") or (b) the assumption and/or assignment of any executory contracts between J-W and any Debtor, unless such assumption and/or assignment is subject to a subsequent Court order after notice to J-W and an opportunity to respond or otherwise consented to by J-W.

38. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by Seitel Data, Ltd., Seitel Data Corp., Seitel Offshore Corp., Seitel Canada, Ltd. f/k/a Olympic Seismic, Ltd. (collectively, "Seitel"); or (b) unless otherwise consented to by Seitel, the assumption and/or assignment of any master license agreement and/or supplemental agreements between Seitel and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to Seitel and an opportunity to respond.

⁶ The Debtors and the Buyer acknowledge that there are no Federal Leases involving land or minerals owned by or held in trust for Indian Landowners that are subject to the Tecolote Agreement.

39. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by TGS-NOPEC Geophysical Company, A2D Technologies, Inc. d/b/a TGS Geological Products and Services, or an affiliate thereof (collectively, "TGS"); or (b) unless otherwise consented to by TGS, the assumption and/or assignment of any license agreement between TGS and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to TGS and an opportunity to respond.

40. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data, or any software or other intellectual property owned or licensed by SAP America, Inc. ("SAP"); (b) the assumption and/or assignment of the Software License Agreement between SAP and any Samson Resources Corporation (the "License Agreement"), which such assumption and/or assignment, if any, is subject to subsequent Court order after notice to SAP and an opportunity to respond; or (c) the Debtors' use of any software or other intellectual property owned or licensed by SAP pursuant to the License Agreement for the benefit of the Buyer or other third party, absent SAP's prior written consent. Notwithstanding the foregoing, and subject to (i) SAP and the Debtors entering into an amendment to the License Agreement, and (ii) SAP's review and approval of the terms of any proposed Transition Services Agreement between the Debtors and the Buyer, SAP will consent to the Debtors' provision of transition services to the Buyer using SAP's software for up to ninety (90) days from the Closing, which services shall be limited to the Debtors' use of the software to process data for the Buyer and the Buyer receiving only screen access to such data.

41. The Debtors and Buyer acknowledge that EnerVest Operating and/or certain of its affiliated entities (collectively, "EnerVest") hold and/or possess certain interests, liens,

encumbrances, rights and/or claims against certain of the Assets (collectively, the “EnerVest Interests”). Notwithstanding any contrary provisions in this Order or in the Tecolote Agreement, (a) the Debtors shall pay in full all pre-closing obligations and other disbursements due and owing to EnerVest related to the Assets and/or on account of the EnerVest Interests within five (5) Business Days following the Closing or, in EnerVest’s discretion, in the ordinary course of business, (b) to the extent that the Debtors do not comply with their obligations under clause (a), EnerVest shall retain any and all rights, and is authorized, pursuant to any such rights, to recoup/net/apply on an aggregate “all well” basis with respect to Wells operated by EnerVest included among the Assets, all proceeds and revenue received up to the Closing Date and otherwise payable to Debtors or the Buyer for production sold up to the Closing Date, against all obligations and amounts incurred and/or owing to EnerVest up to the Closing Date on account of operating expenses and/or joint interest billings, it being understood that, as between the Debtors and the Buyer the proceeds and revenue so applied shall be deemed to have been received by the Debtors for purposes of the Tecolote Agreement, (c) EnerVest shall retain any existing rights of recoupment related to any EnerVest Interests and/or obligations due and owing to EnerVest, and the Assets shall remain subject thereto, and (d) the EnerVest Interests as related to any proceeds or revenue associated with the Assets shall not be altered, amended or otherwise affected by this Order or the APA. To the extent obligations and amounts incurred and/or owing to EnerVest are timely paid in the ordinary course of business, EnerVest agrees not to exercise any existing rights of recoupment as set forth herein. All imbalance obligations owing to EnerVest relating to the Assets are assumed by the Buyer effective upon Closing.

42. Notwithstanding anything to the contrary contained in this Order or the Tecolote Agreement, (A) the free and clear provisions of this Order shall not apply to (i) any and all

plugging and abandonment and other decommissioning obligations of the Debtors to Chesapeake Operating, LLC ("Chesapeake") in respect of any Assets that are assumed by the Buyer pursuant to the Tecolote Agreement; except however, to the extent such obligations have given rise to liabilities that are matured and presently due and owing by the Debtors as of the Closing, such liabilities shall be the sole responsibility of the Debtors as a Cure Cost (ii) any third party working interests, royalty interests, production payments, or similar interests of Chesapeake in any applicable Assets acquired or assumed by Buyer, or (iii) any obligations of the Debtors to Chesapeake under any applicable joint operating agreement, balancing agreement or similar agreement with Chesapeake that relate to operations of the Assets that is assumed by the Buyer pursuant to the Tecolote Agreement; except however, to the extent such obligations have given rise to liabilities that are matured and presently due and owing, such liabilities shall be the sole responsibility of the Debtors as a Cure Cost if they are due and owing as of the Closing, unless they qualify as Operating Expenses (as defined in the Tecolote Agreement), in which case, they will only be the responsibility of the Debtor as a Cure Cost if they arose prior to the Effective Date (as defined in the Tecolote Agreement); and (B) subject to any applicable contractual rights for adjustment or sett-off that the Debtors may possess, the Debtors shall pay in full all pre-closing revenue payments and other disbursements due and owing to Chesapeake related to the Assets on or prior to the consummation of the Sale; and (C) to the extent that the Debtors seek to assume any applicable joint operating agreement, gathering agreement or similar executory contract or unexpired lease with Chesapeake and assign such contract(s) or lease(s) to Buyer pursuant to the terms of the Tecolote Agreement, the Debtors or the Buyer (as applicable pursuant to the terms of the Tecolote Agreement) shall cure any defaults under any such agreements and/or leases and the Buyer shall provide adequate assurance of future performance

thereunder (in each case to the extent required under the Bankruptcy Code). For the avoidance of doubt, nothing in this paragraph shall cause any Claim of Chesapeake against the Debtors to become an obligation of the Buyer, other than as may be provided in the Tecolote Agreement.

43. For the avoidance of doubt, nothing contained in paragraphs 30–42 shall (i) impact the Debtors' obligation to (a) convey the Assets to the Buyer or (b) provide transition services, each as contemplated under the Tecolote Agreement or (ii) constitute a modification, waiver, or release of any right, agreement, covenant, or obligation of the Buyer or the Seller under the Tecolote Agreement.

44. Nothing in this Order or the Tecolote Agreement shall be construed to authorize or permit the transfer of (and the Assets shall not include) any right, title or interest of Debtors in or to: (a) the interests in the EEX McCoy #27-1 wellbore located 791' FSL and 2,107' FWL of Section 27 Camp School Lands, Wheeler County, Texas, retained by Cabot Oil & Gas Corporation ("Cabot") pursuant to that certain Assignment of Oil, Gas and Mineral Leases dated February 8, 2001, from Cabot, as assignor, to Samson Lone Star LP (n/k/a Samson Lone Star LLC) ("Samson Lone Star"), as assignee, recorded at Volume 483, Page 112, in the Property Records of Wheeler County, Texas or (b) the interests in the Southwest Quarter of Section 27 Camp County School Lands, Wheeler County, Texas, which are subject to a dispute between Cabot, Samson Lone Star and Newfield Exploration Mid-Continent, Inc. ("Newfield") concerning the interpretation of the Cabot Assignment and Cabot's claim (if any) to an undivided 35% interest in the "Leases," as that term is used in the Cabot Assignment, covering the Southwest Quarter of Section 27 Camp County School Lands, Wheeler County, Texas, from the surface down to 15,500', which includes interests claimed by parties including, without limitation, Cabot and Samson Lone Star in the McCoy #7H and McCoy #8H wells, and which is

subject to two related lawsuits pending in the district court of Wheeler County, Texas, Cause Nos. 12,769 and 12,769-A, and an appeal taken by Cabot of a judgment and order entered by the district court in favor of Newfield in Cause No. 12,769 to the Texas Seventh Court of Appeals, No. 07-16-00125-CV.

Inconsistencies with Prior Orders, Pleadings or Agreements

45. To the extent of any conflict between the Tecolote Agreement and this Order, the terms of this Order shall govern. To the extent this Order is inconsistent or conflicts with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale.

Failure to Specify Provisions

46. The failure to specifically reference any particular provisions of the Tecolote Agreement or other related documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Tecolote Agreement and other related documents be authorized and approved.

Wilmington, Delaware
Dated: October 28, 2016



THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Tecolote Agreement

ASSET PURCHASE AGREEMENT
DATED AS OF SEPTEMBER 2, 2016,
BY AND BETWEEN
SAMSON RESOURCES COMPANY
AS SELLER,
AND
TECOLOTE HOLDINGS, LLC,
AS BUYER

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 2, 2016 (the “Execution Date”), but effective for the purposes set forth herein as of the Effective Date, is by and between Samson Resources Company, an Oklahoma corporation, whose address is Samson Plaza, Two West Second Street, Tulsa, Oklahoma 74103 (“Seller”), and Tecolote Holdings, LLC, a Delaware limited liability company, whose address is 401 S. Boston Ave., Suite 1500, Tulsa, Oklahoma 74103 (“Buyer”). Capitalized terms used but not otherwise defined herein have the meanings set forth in Article 1. Seller and Buyer are sometimes referred to collectively herein as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, Seller is engaged in the business of onshore oil and natural gas exploration, development and production in the United States of America, and owns, in varying proportions, certain oil and gas leases and associated assets more particularly described in Section 2.1;

WHEREAS, on September 16, 2015, Seller commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, Seller desires to sell to Buyer all of the Assets, and Buyer desires to purchase from Seller all of the Assets Free and Clear (except for Permitted Encumbrances and the Assumed Liabilities), upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets pursuant to Sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, Buyer’s obligation to consummate the transactions contemplated hereby is conditioned upon the Bankruptcy Court’s approval of the Break-Up Fee and Expense Reimbursement, which have induced Buyer to enter into this Agreement;

WHEREAS, approval of the Break-Up Fee and Expense Reimbursement is necessary to preserve the Buyer’s bid to purchase the Assets;

WHEREAS, the Parties acknowledge and agree that the terms of this Agreement are the result of arm’s length negotiations;

WHEREAS, Seller has solicited bids for the Assets in order to obtain the highest and best offer therefor;

WHEREAS, Seller has determined that Buyer’s offer to purchase the Assets is the highest and best offer received to date for the Assets and constitutes a fair and adequate purchase price for the Assets; and

WHEREAS, Seller’s ability to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order by the Bankruptcy Court;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions.

For purposes of this Agreement, the following terms have the meanings specified or referenced below.

“Accounting Referee” has the meaning set forth in Section 8.13.

“Action” means any legal action, suit or arbitration, or any inquiry, proceeding or investigation, by or before any Governmental Authority.

“AFEs” has the meaning set forth in Section 5.8.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly (through one or more intermediaries) Controls, is Controlled by, or is under common Control with, such specified Person; provided that (i) Kohlberg Kravis Roberts & Co. L.P. and all private equity funds, portfolio companies, parallel investment entities, and alternative investment entities owned, managed, or Controlled by Kohlberg Kravis Roberts & Co. L.P. (excluding Samson Resources Corporation and its Subsidiaries (other than Seller)) shall not be considered or otherwise deemed to be an “Affiliate” of Seller, and (ii) none of NGP Energy Capital Management, LLC, a fund managed or organized by NGP Energy Capital Management, LLC for the purposes of making investments, or a portfolio company of any such fund, other than Buyer Parent and its Subsidiaries (other than Buyer), shall be an “Affiliate” of Buyer for purposes of this Agreement.

“Agreement” has the meaning set forth in the introductory paragraph.

“Allocated Value” has the meaning set forth in Section 8.2.

“Alternative Transaction” means the first to occur of (i) a sale or series of sales (including a sale or series of sales to secured creditors via credit bids) of all or substantially all of the Assets or any other liquidation, reorganization, or restructuring involving the Assets, excluding in all cases the sale of the Assets by Seller to Buyer contemplated by this Agreement, and (ii) the conclusion of the Bankruptcy Case.

“Applicable Employees” means those employees of Seller and its Subsidiaries that are listed on Schedule 8.5(a).

“Asset Taxes” has the meaning set forth in Section 8.1(c).

“Assets” has the meaning set forth in Section 2.1(b).

“Assigned Contracts” has the meaning set forth in Section 2.1(b)(viii).

“Assigned Leases and Interests” has the meaning set forth in Section 2.1(b)(i).

“Assignment” means the Assignment and Bill of Sale substantially in the form attached hereto as **Exhibit G**.

“Assumed Credits” means the amount of any credits and/or payables that are owed by Seller to third party working interest owners with respect to the Assets as of the Closing Date. Notwithstanding anything in this definition to the contrary, the “Assumed Credits” shall not include any credits and/or payables attributable to a third party working interest owner that is in a total net credit position on account with Seller with respect to the Assets (after taking into account the Known Receivables of such third party working interest owner).

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Assumption Agreement” has the meaning set forth in Section 2.3.

“Auction” has the meaning set forth in the Bidding Procedures.

“Avoidance Actions” means any and all claims for relief of Seller under chapter 5 of the Bankruptcy Code.

“Backup Bidder” has the meaning set forth in the Bidding Procedures.

“Bankruptcy Case” means the case commenced by Seller under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, jointly administered under Case No. 15-11934 and styled *In re: Samson Resources Corporation, et al.*, pending before the Bankruptcy Court.

“Bankruptcy Code” means Title 11 of the United States Code, Sections 101 *et seq.*

“Bankruptcy Court” has the meaning set forth in the recitals.

“Base Purchase Price” has the meaning set forth in Section 3.1.

“Benefit Plan” has the meaning set forth in Section 5.16(a).

“Bid Deadline” has the meaning set forth in the Bidding Procedures Order.

“Bidding Procedures” means bid procedures reasonably acceptable to the Buyer and in substantially the form attached hereto as **Exhibit A**, to be submitted to the Bankruptcy Court for approval pursuant to the Bidding Procedures Order.

“Bidding Procedures Order” means an Order entered by the Bankruptcy Court reasonably acceptable to the Buyer and in substantially the form attached hereto as **Exhibit B**.

“Break-Up Fee” has the meaning set forth in Section 11.3.

“Business Day” means any day, other than Saturday or Sunday, on which commercial banks are open for commercial business with the public in Tulsa, Oklahoma.

“Buyer” has the meaning set forth in the introductory paragraph.

“Buyer Operator” means Tecolote Energy Operating, LLC, a Delaware limited liability company and wholly owned subsidiary of Buyer Parent.

“Buyer Parent” means Tecolote Energy, LLC, a Delaware limited liability company and owner of all of the outstanding membership interests of Buyer.

“Buyer Parties” means Buyer, its respective Affiliates and the former, current or future equity holders and Representatives of each of the foregoing.

“Buyer Termination Notice” has the meaning set forth in Section 11.1(b)(i).

“Casualty Loss” means any loss, damage or destruction of the Assets that occurs during the period between the Execution Date and the Closing for any reason, including any act of God, fire, explosion, collision, earthquake, windstorm, flood, or other casualty or condemnation taking under the right of eminent domain, but excluding any loss, damage, or destruction as a result of depreciation, ordinary wear and tear, and any change in condition of the Assets for production of Hydrocarbons through normal depletion (which exclusion shall include the watering-out of any Well, collapsed casing, sand infiltration of any Well, or other reservoir changes relating to production issues).

“Claim” shall mean a right to (i) a payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (ii) an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“Closing” has the meaning set forth in Section 4.1.

“Closing Date” has the meaning set forth in Section 4.1.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“COBRA Beneficiaries” has the meaning set forth in Section 8.5(d).

“COBRA Coverage” has the meaning set forth in Section 8.5(d).

“Code” means the Internal Revenue Code of 1986, as amended.

“Commitment Letters” has the meaning set forth in Section 7.7.

“Contract” means any agreement, contract, obligation, promise or undertaking (in each case, whether written or oral), other than a Lease, that is legally binding.

“Control” means the ability (directly or indirectly through one or more intermediaries) to direct or cause the direction of the management or affairs of a Person, whether through the ownership of voting interests, by contract or otherwise.

“Copyrights” means all United States and foreign copyright rights in any original works of authorship, whether registered or unregistered, including all copyright registrations and applications.

“Cure Costs” has the meaning set forth in Section 2.5.

“Deed” means the Special Warranty Deed for the Elk City Office substantially in the form attached hereto as **Exhibit H**.

“Deposit” has the meaning set forth in Section 3.2.

“Effective Date” means 12:00 a.m., Central Daylight Time, on July 1, 2016.

“Elk City Office” means that certain Elk City Office and Storage Yard, located at 1000 Industrial Road, Elk City, Beckham County, Oklahoma, consisting of 7.5 acres, and all improvements thereon.

“Encumbrance” means any charge, lien (statutory or otherwise), mortgage, lease, sublease, hypothecation, deed of trust, pledge, security interest, option, right of use or possession, right of first offer or first refusal (or any other type of preferential arrangement), easement, servitude, restrictive covenant, encroachment, encumbrance, Third Party interest or other restriction or limitation of any kind.

“Environmental Condition” means (a) a condition with respect to the air, soil, subsurface, surface waters, ground waters and/or sediments that causes an Asset (or Seller with respect to an Asset) not to be in compliance with any Environmental Law, or (b) the existence with respect to any of the Assets or the operation thereof of any environmental pollution, contamination or degradation where remedial or corrective action is required (or if known, would be required) under Environmental Laws.

“Environmental Laws” means any and all present and future Legal Requirements, statutes, regulations, rules, orders, ordinances, codes, plans, requirements, criteria, standards, decrees, judgments, injunctions, notices, demand letters, permits, licenses or determinations issued, or promulgated by any Governmental Authority now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable administrative or judicial interpretation thereof, pertaining to (a) use, storage, emission, discharge, clean-up, release, or threatened release of pollutants, contaminants, NORM, chemicals, or industrial, toxic or hazardous substances (collectively, “Pollutants”) on or into the environment or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of Pollutants, (b) health, (c) the environment or (d) wildlife or natural resources applicable to the Assets and in effect in or for the jurisdiction in which the Assets are

located, including the Clean Air Act (Air Pollution Control Act), the Clean Water Act (CWA), the Federal Water Pollution Act, the Rivers and Harbors Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969 (NEPA), the Endangered Species Act (ESA), the Fish and Wildlife Conservation Act of 1980, the Fish and Wildlife Coordination Act (FWCA), the Oil Pollution Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Resources Conservation and Recovery Act (RCRA), the Toxic Substance Control Act, the Occupational, Safety and Health Act (OSHA), the Emergency Planning and Community Right-To-Know Act (EPCRA), the Hazardous Materials Transportation Act, the Hazardous and Solid Waste Amendments of 1984 (HSWA) and any and all other applicable present and future federal, state and local Legal Requirements, statutes, regulations, rules, orders, ordinances, codes, plans, requirements, criteria, standards, decrees, judgments, injunctions, notices, demand letters, permits, licenses or determinations whose purpose is to regulate Pollutants or to conserve or protect health, the environment, wildlife or natural resources as any of the foregoing are now existing or may hereafter be amended or interpreted.

“Equipment” has the meaning set forth in Section 2.1(b)(iv).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” has the meaning set forth in Section 5.16(a).

“Escrow Agent” has the meaning set forth in Section 3.2.

“Excess Casualty Losses” has the meaning set forth in Section 8.8(b).

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Contracts” means those Contracts described on Schedule 2.2(h).

“Excluded Leases and Interests” means those Leases and Mineral Interests described on Schedule 2.2(g).

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Excluded Records” means (a) the general corporate files and records of Seller or any Transferring Subsidiary, insofar as they relate to Seller’s or such Transferring Subsidiary’s business generally and are not required for the future ownership or operation of the Assets, (b) all legal files and records (other than title opinions), (c) Seller’s and the Transferring Subsidiaries’ federal or state income, franchise or margin tax files and records, (d) employee files, (e) reserve evaluation information or economic projections, (f) records relating to the sale of the Assets, including competing bids, (g) proprietary data, information and other data under contractual restrictions on assignment or disclosure, (h) privileged information (other than title opinions) and (i) any other files or records to the extent relating to any Excluded Assets or expressly excluded from the Assets pursuant to Section 2.1(b)(xi).

“Execution Date” has the meaning set forth in the introductory paragraph.

“Expense Reimbursement” has the meaning set forth in Section 11.3.

“Expiration Date” has the meaning set forth in Section 12.2.

“Final Order” means an Action taken or Order issued by the applicable Governmental Authority as to which: (a) no request for stay of the Action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof; (b) no petition for rehearing or reconsideration of the Action or Order, or protest of any kind, is pending before the Governmental Authority and the time for filing any such petition or protest is passed; (c) the Governmental Authority does not have the Action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (d) the Action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

“Final Settlement Statement” has the meaning set forth in Section 8.13.

“Financing” has the meaning set forth in Section 7.7.

“Free and Clear” means free and clear of all liens, Claims, causes of action, Encumbrances, interests, pledges, security interests, rights of setoff, restrictions or limitations on use, successor liabilities, conditions, rights of first refusal, options to purchase, obligations to allow participation, agreements or rights, rights asserted in litigation matters, rights asserted in adversary proceedings in the Bankruptcy Case, competing rights of possession, obligations to lend, matters filed of record that relate to, evidence or secure an obligation of Seller or any Transferring Subsidiary (and all created expenses and charges) of any type under, among other things, any document, instrument, Contract, affidavit, matter filed of record, cause, or Law, whether known or unknown, legal or equitable, and all liens, rights of offset, replacement liens, adequate protection liens, charges, obligations, or claims granted, allowed or directed in any Order, to the fullest extent provided by applicable Law.

“Governmental Authority” means any court or tribunal (including an arbitrator or arbitral panel) in any jurisdiction (domestic or foreign) or any federal, tribal, state, county, municipal or other governmental or quasi-governmental body, agency, authority, department, board, commission, bureau, official or other authority or instrumentality.

“Governmental Authorization” means any approval, consent, license, permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

“Hard Consent” has the meaning set forth in Section 2.6.

“Hazardous Substance” means any Pollutant and any “contaminant,” “hazardous waste,” “hazardous material” or “hazardous substance” under any Environmental Laws.

“Hydrocarbons” means oil, gas, minerals, and other gaseous and liquid hydrocarbons, or any combination of the foregoing, produced from and attributable to the Properties.

“Imbalances” means over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Properties, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline (taking into account any line fill), gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Assigned Leases and Interests, imbalances under gathering or transportation agreements, and imbalances under operating agreements.

“Inactive Employee” has the meaning set forth in Section 8.5(a).

“Indemnification Claim” has the meaning set forth in Section 12.4(a).

“Intellectual Property” means all intellectual property, including all Copyrights, Patents and Trademarks, owned, used or licensed by Seller and used or held for use exclusively in the ownership and operation of the Assets, but specifically excluding, for the avoidance of doubt, (a) all Records, (b) all seismic, geological, geochemical or geophysical data licensed by Seller and any of Seller’s interpretations of such data and (c) that certain intellectual property being more particularly described on Schedule 2.1(b)(xii).

“Knowledge” means, with respect to any matter in question, (a) in the case of Seller, the actual knowledge (with duty of reasonable inquiry) of any of the individuals listed on Schedule 1.1(a) with respect to such matter, and (b) in the case of Buyer, the actual knowledge (with duty of reasonable inquiry) of any of the individuals listed on Schedule 1.1(b) with respect to such matter.

“Known Receivables” means all expenditures incurred by Seller prior to the Closing Date in connection with the ownership, operation and maintenance of the Properties (including rentals, overhead, royalties, Lease option and extension payments, Taxes and other charges and expenses billed under applicable operating agreements or governmental statute(s)) and billed to Third Party working interest owners. The “Known Receivables” attributable to any third party working interest owner shall be reduced by the amount of the Assumed Credits that are owed by Seller to such third party working interest. Notwithstanding anything in this definition to the contrary, the “Known Receivables” shall not include any expenditures (and related receivables) attributable to a third party working interest owner that is in a total net credit position on account with Seller with respect to the Assets (after taking into account the Assumed Credits of such third party working interest owner).

“Lease” means any existing oil and gas lease, oil, gas and mineral lease or sublease, and other leasehold interest, and the leasehold estates created thereby, including carried interests, rights of recoupment, options, reversionary interests, convertible interests and rights to reassignment.

“Legal Requirement” means any federal, state, provincial, local, municipal, tribal, foreign, international, multinational, or other administrative Order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

“Liability” means any and all claims, rights, demands, causes of action, liabilities (including civil fines), obligations, damages, losses, fines, penalties, sanctions of every kind and character (including reasonable fees and expenses of attorneys, technical experts and expert witnesses), judgments or proceedings of any kind or character whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether arising or founded in law, equity, statute, contract, tort, strict liability or voluntary settlement, and all reasonable expenses, costs and fees (including reasonable attorneys’ fees) in connection therewith.

“Material Adverse Effect” means any change, event or occurrence that individually or in the aggregate (taking into account all other such changes, events or occurrences) has had a material adverse change in or material adverse effect on the Assets taken as a whole, but excluding (a) any change or effect to the extent that it results from or arises out of (i) the execution and delivery of this Agreement or the announcement thereof or consummation of the transactions contemplated hereby; (ii) changes in (or proposals to change) Legal Requirements, generally accepted accounting principles or other accounting regulations or principles; (iii) acts of God, including hurricanes, storms and other natural disasters; or (iv) any action contemplated by this Agreement or taken at the request of Buyer; (b) any change or effect generally applicable to (i) the industries and markets in which Seller operates or (ii) economic or political conditions or the securities or financial markets in any country or region; (c) any outbreak or escalation of hostilities or war or any act of terrorism; (d) the departure of officers or directors of Seller after the Execution Date; (e) any objections in the Bankruptcy Court to (i) this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, (ii) the reorganization of Seller and any related plan of reorganization or disclosure statement, (iii) the Bidding Procedures or the Sale Motion, or (iv) the assumption or rejection of any Material Contract; (f) any action taken by Seller at the request of, or with the consent of, Buyer; and (g) any of the matters disclosed on any Exhibit, Schedule or Disclosure Schedule to this Agreement.

“Material Contracts” means, to the extent related to the Assets, the following: (a) any Contract that can reasonably be expected to result in aggregate payments by or revenues to Seller (and/or the Transferring Subsidiaries) or Buyer with respect to the Assets of more than Two Hundred Fifty Thousand Dollars (\$250,000) net to the interest of Seller (and/or the Transferring Subsidiaries) after the Effective Date; (b) Hydrocarbon purchase and sale, exchange, marketing, compression, gathering, transportation, processing, refining or similar Contracts (in each case) to which Seller (and/or any Transferring Subsidiary) is a party (or to which any portion of the Assets is subject) with respect to Hydrocarbon production from the Assets that is not terminable without penalty on sixty (60) days or less notice (including any Contract providing for volumetric or monetary commitments or indemnification therefor or for dedication of future production); (c) any Contract binding upon Seller (and/or the Transferring Subsidiaries) to sell, lease, farmout, or otherwise dispose of or encumber any interest in any of the Assets after the Effective Date, other than (i) conventional rights of reassignment arising in connection with Seller’s (and/or the Transferring Subsidiaries’) surrender or release of any of the Assets (except

where any such right of reassignment has already been triggered) or (ii) conventional rights of reassignment arising in connection with a payout, risk penalty, recoupment period or similar obligation where Seller's and the Transferring Subsidiaries' Net Revenue Interest after reassignment, or Seller's and the Transferring Subsidiaries' after-payout interest is reflected on **Exhibit D**; (d) any Contract that would, by its express terms, obligate Buyer to drill additional wells or conduct other material development operations after the Closing; (e) any Contracts that constitute a non-competition agreement or any agreement that purports to materially restrict, limit, or prohibit the manner in which, or the locations in which, Seller and/or the Transferring Subsidiaries conduct business, including areas of mutual interest; (f) any Contracts providing for any call upon, option to purchase, or similar rights with respect to the Assets or to the production therefrom or the processing thereof, or is a dedication of production or otherwise requires production to be transported, processed or sold in a particular fashion; (g) any Contract with any Affiliate of Seller; (h) any farmout agreement, exploration agreement, participation agreement, development agreement, unit operating agreement, joint operating agreement or similar Contract; (i) partnership agreements, joint venture agreements and similar agreements; and (j) operating agreements, unit agreements and unit operating agreements.

“Mineral Interests” means all mineral fee interests, mineral rights and mineral servitudes in which Seller or any Transferring Subsidiary owns an interest, including royalty interests, overriding royalty interests, nonparticipating royalties, net profits interests, production payments and other rights of a similar nature, whether legal or equitable, whether vested or contingent.

“Miscellaneous Corporate Property” has the meaning set forth in Section 2.1(b)(v).

“Net Revenue Interest” means, for any Well, Seller's and the Transferring Subsidiaries' aggregate share of the Hydrocarbons produced, saved and marketed therefrom (after satisfaction of all other royalties, overriding royalties, nonparticipating royalties, net profits interests, or other similar burdens on or measured by production of Hydrocarbons).

“Non-Disclosure Agreement” has the meaning set forth in Section 13.1.

“NORM” means naturally occurring radioactive materials.

“Operating Expenses” means all operating expenses (including costs of insurance) and all capital expenditures incurred in the ownership and operation of the Assets and any overhead costs charged by operators (other than Seller or any of its Affiliates) to the extent relating to the Assets, but excluding Liabilities attributable to (a) personal injury or death, property damage, or violation of any Law, (b) P&A Obligations, (c) curing any defect in title to an Asset or remediation of any Environmental Condition, (d) obligations with respect to Imbalances, (e) obligations to pay working interests, royalties, overriding royalties or other interest owners revenues or proceeds attributable to sales of Hydrocarbons relating to the Assets, including those held in suspense, (f) Taxes, and (g) the Bankruptcy Case.

“Order” means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority.

“Outside Date” has the meaning set forth in Section 11.1(a)(iii).

“P&A Obligations” means the following to the extent required by Law, a Lease or an Assigned Contract: (a) plugging, replugging and abandonment of all Wells included in the Assets, (b) removal, abandonment, and disposal of all structures, pipelines, facilities, equipment, abandoned property and junk comprising part of the Assets, (c) capping and burying of all flow lines associated with the Wells comprising part of the Assets, and (d) restoration of the Assets, both surface and subsurface.

“Party” or “Parties” means, individually or collectively, Buyer and Seller.

“Party Affiliate” has the meaning set forth in Section 13.13.

“Patents” means United States and foreign patents and patent applications, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals and patent disclosures related thereto.

“Paying Party” has the meaning set forth in Section 8.1(d).

“Permits” has the meaning set forth in Section 2.1(b)(vii).

“Permitted Encumbrance” means: (a) any materialman’s, mechanics’, repairman’s, contractors’, operators’, or other similar liens, security interests or charges for Operating Expenses arising after the Effective Date that are not delinquent; (b) any liens for Taxes that accrue after the Effective Date; (c) any easements, rights-of-way, servitudes, permits, licenses and other property rights with respect to surface operations that run with the Assets; (d) all royalties, overriding royalties, net profits interests, carried interests, reversionary interests and other burdens that are valid, properly recorded and run with the Assets (any Liabilities arising prior to the Closing Date from a failure to pay amounts attributable to such interests are not Permitted Encumbrances); (e) conventional rights of reassignment arising upon surrender or abandonment of any Asset; (f) rights reserved to or vested in any Governmental Authority to control or regulate any of the Properties and all applicable Laws and Orders of such Governmental Authorities; (g) the terms and conditions of all Assigned Contracts and Assigned Leases and Interests (except as otherwise expressly provided herein, including with respect to Excluded Liabilities and Claims and obligations arising under Assigned Contracts and Assigned Leases and Interests prior to the Closing Date); and (h) Imbalances.

“Person” means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.

“Petition Date” means September 16, 2015.

“Pollutants” has the meaning set forth in the definition of “Environmental Laws”.

“Post-Closing Covenant” has the meaning set forth in Section 12.1.

“Potential Bidders” has the meaning set forth in Section 7.6.

“Preferential Purchase Right” means any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.

“Preliminary Settlement Statement” means that certain statement provided by Seller to Buyer pursuant to Section 8.12, as amended (if applicable) by mutual agreement prior to Closing, setting forth those initial adjustments to the Base Purchase Price made at Closing.

“Proceeding” means any Action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

“Properties” has the meaning set forth in Section 2.1(b)(ii).

“Purchase Price” has the meaning set forth in Section 3.1.

“Records” has the meaning set forth in Section 2.1(b)(xi).

“Reimbursing Party” has the meaning set forth in Section 8.1(d).

“Representative” means, with respect to a particular Person, any director, officer, member, manager, partner, employee, agent, consultant, advisor, investor, shareholder, contractor, subcontractor or other representative of such Person, including legal counsel, accountants and financial advisors.

“Sale Motion” means the motion or motions, in form and substance reasonably satisfactory to Buyer, filed by Seller pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code seeking entry of the Bidding Procedures Order and the Sale Order and approval of the transactions contemplated by this Agreement.

“Sale Order” means an Order of the Bankruptcy Court, in form and substance approved by Buyer, in its reasonable discretion, pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving, *inter alia*, the sale of the Assets to Buyer on the terms and conditions set forth herein, Free and Clear (except for Permitted Encumbrances and the Assumed Liabilities), and the assumption and assignment of the Assigned Contracts to Buyer, and (a) containing findings that (i) notice of the hearing concerning approval of this Agreement and of the transactions contemplated hereby was given in accordance with the Bankruptcy Code, and constitutes such notice as is appropriate under the particular circumstances, and (ii) Buyer has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code and is entitled to the protections afforded by Section 363(m) of the Bankruptcy Code, and (b) provides that the transactions contemplated hereby are not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code. A copy of the proposed sale order shall be delivered to Buyer as soon as reasonably possible, but in no event later than seventeen (17) days prior to the hearing on the Sale Motion, and the Sale Order is to be filed by Seller with the Bankruptcy Court no later than ten (10) days prior to the hearing on the Sale Motion.

“SEC” means the United States Securities and Exchange Commission.

“Seller” has the meaning set forth in the introductory paragraph.

“Seller Credit Obligations” has the meaning in Section 8.4(e).

“Seller Group” means Seller, its respective Affiliates and the former, current or future partners, co-owners, equity holders and Representatives of each of the foregoing.

“Seller Indemnified Parties” has the meaning set forth in Section 12.3(a).

“Seller Termination Notice” has the meaning set forth in Section 11.1(c)(i).

“Straddle Period” has the meaning set forth in Section 8.1(c).

“Subsidiary” means any entity with respect to which a specified Person (or a Subsidiary thereof) (a) has the power, through the ownership of securities or otherwise, to elect a majority of the directors or similar managing body or (b) owns directly or indirectly all of the outstanding equity interests therein.

“Successful Bidder” has the meaning set forth in the Bidding Procedures.

“Surface Rights” means all surface leases, subsurface leases, rights-of-way, licenses, easements and other surface or subsurface rights agreements applicable to, or used or held in connection with the ownership, operation, maintenance or repair of, or the production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from, the Properties, including those set forth in **Exhibit I**, together with all surface fee interests in the lands covered by the Assigned Leases and Interests.

“Suspense Funds” means proceeds of production (and associated statutory interest) in respect of any of the Assets that are payable to Third Parties and are being held in suspense by Seller as the operator of such Assets.

“Tax” or “Taxes” (and with correlative meaning, “Taxable” and “Taxing”) means any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, production, environmental (including taxes under Section 59A of the Code), natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis, or in any other manner, including any taxes of any entity under Treasury Regulations Section 1.1502-6 (or any corresponding provisions of state, local or foreign Tax laws, including state or local consolidated or combined reporting provisions), or as a transferee or successor, by contract, or by operation of law, and any interest, fines, penalties, assessments

or additions to tax resulting from, attributable to or incurred in connection with any tax or any contest or dispute thereof.

“Tax Allocation” has the meaning set forth in Section 8.2.

“Tax Return” means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

“Third Party” means any Person other than a Party or an Affiliate of a Party.

“Trademarks” means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names, Internet domain names and any other similar designations of source of goods or services, whether registered or unregistered, and registrations and pending applications to register the foregoing, and all goodwill related to or symbolized by the foregoing.

“Transaction Documents” means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

“Transfer Taxes” has the meaning set forth in Section 8.1(a).

“Transferred Employees” has the meaning set forth in Section 8.5(a).

“Transferring Subsidiaries” means Samson Lone Star, LLC and Geodyne Resources, Inc.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988 and any similar Legal Requirement.

“Wells” has the meaning set forth in Section 2.1(b)(ii).

“Working Interest” means, for any Well, that share of costs and expenses associated with the exploration, maintenance, development and operation of such Well that Seller and the Transferring Subsidiaries, in the aggregate, are required to bear and pay.

1.2 Other Definitions and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to \$ means United States dollars.

(iii) Exhibits/Schedules/Disclosure Schedules. All Exhibits, Schedules and Disclosure Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, Schedule or Disclosure Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting the singular number only include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any "Section" or "Article" are to the corresponding Section or Article of this Agreement unless otherwise specified.

(vi) Herein. Words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(viii) Statute. Unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder; *provided* that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance with, any Legal Requirement, the reference to such Legal Requirement means such Legal Requirement as in effect at the time of such violation or non-compliance or alleged violation or non-compliance

(b) No Strict Construction. Buyer, on the one hand, and Seller, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Seller, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsman shall be applied against any Person with respect to this Agreement.

ARTICLE 2

PURCHASE AND SALE

2.1 Purchase and Sale.

(a) Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall, and shall cause the Transferring Subsidiaries to, sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer, and Buyer shall purchase from Seller and the Transferring Subsidiaries, the Assets Free and Clear (except for Permitted Encumbrances and the Assumed Liabilities).

(b) The “Assets” shall include all right, title and interest of Seller and the Transferring Subsidiaries in, to or under the following:

(i) all Leases, Mineral Interests and pooling orders (other than the Excluded Leases and Interests) described on Exhibit C attached hereto, and those Lease interests and Mineral Interests located in, under or that may be produced from or attributable to, as well as those pooling orders attributable to, (1) the lands covered by the Leases or Mineral Interests described on Exhibit C attached hereto, (2) the Leases and lands included in any units with which the Leases, the Mineral Interests or the lands covered thereby may have been pooled, unitized or communitized and (3) the Leases and lands included in any governmental drilling or spacing units associated with the Wells described on Exhibit D (collectively, the “Assigned Leases and Interests”);

(ii) all of the oil, gas, water, disposal, observation or injection wells located on or traversing the Assigned Leases and Interests, on lands pooled, unitized or communitized with any portion thereof, on lands located within any governmental drilling or spacing unit (if applicable) which includes any portion thereof, or on portions thereof associated with proved undeveloped reserves, whether producing, non-producing, plugged, unplugged, shut-in or temporarily abandoned, including those described on Exhibit D (collectively, the “Wells”, and together with the Assigned Leases and Interests, the “Properties”);

(iii) all Hydrocarbons (1) in storage above a custody transfer point as of the Effective Date, but only to the extent Seller receives an upward adjustment to the Base Purchase Price pursuant to Section 8.11(a)(i), and (2) produced from or attributable to the Properties and not yet past a custody transfer point on the Effective Date or produced on and after the Effective Date, and all proceeds attributable thereto;

(iv) all equipment, machinery, fixtures and other tangible personal property and improvements located on, primarily used or held for use, or otherwise obtained in connection with the ownership or operation of the Properties, including tanks, boilers, plants, injection facilities, saltwater disposal facilities, compressors and other compression facilities (whether installed or not), pumping units, flow lines, pipelines, gathering systems, Hydrocarbon treating or processing systems or facilities, meters, machinery, pumps, motors, gauges, valves, power and other utility lines, roads, computer and automation equipment, telecommunications equipment, field radio telemetry and associated frequencies and licenses, pressure transmitters, central processing equipment and other appurtenances, improvements and

facilities, including the compressors and other items of equipment described in Schedule 2.1(b)(iv) (collectively, the “Equipment”);

(v) (i) all vehicles, trailers and rolling stock used or held for use in connection with the operation of the Properties (including all vehicles provided to Transferred Employees), including those described on Schedule 2.1(b)(v), and (ii) all office leases, field offices, storage yards, and data and software described on Schedule 2.1(b)(v) (collectively, the “Miscellaneous Corporate Property”);

(vi) all pipes, casing, tubing, tubulars, fittings, and other spare parts, supplies, tools, and materials located on, used or held for use on or held as inventory in connection with the ownership or operation of the Properties, Miscellaneous Corporate Property or Equipment, including those items described on Schedule 2.1(b)(vi);

(vii) to the extent transferable pursuant to applicable Legal Requirements, all governmental (whether federal, state, tribal or local) permits, licenses, authorizations, franchises, grants, easements, variances, exceptions, consents, certificates, approvals and related instruments or rights of any Governmental Authority or other Third Party, and any writ, judgment, decree, award, order, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Authority (in each such case whether preliminary or final) required of Seller and the Transferring Subsidiaries for the ownership, operation or use of the Properties, Miscellaneous Corporate Property or Equipment (collectively, the “Permits”);

(viii) all Contracts described on Exhibit E attached hereto, in each case, insofar as they relate to any other Asset (collectively, the “Assigned Contracts”);

(ix) all Surface Rights;

(x) except with respect to the Excluded Assets and the Excluded Liabilities, all claims, refunds, abatement, variances, allocations, causes of action, claims for relief, choses in action, rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, counter-claims, cross-claims and defenses of Seller and the Transferring Subsidiaries to the extent related to the Assets and arising or relating to events occurring from and after the Effective Date or related to the Assumed Liabilities;

(xi) (1) all information, books, databases, files, records and data (other than the Excluded Records), whether in written or electronic format, relating to any Asset or to any Assumed Liability, only to the extent relating to such Asset or Assumed Liability (collectively, the “Records”), which Records shall include all reservoir, land, operation and production files and records, inclusive of lease records, well records, division order records, property ownership reports and files, contract files and records, well files, title records (including abstracts of title, title opinions and memoranda, and title curative documents), correspondence, production records, prospect files and other prospect information, accounting records, gas balancing files, files related to cash settlement of Imbalances, payout status files, supplier lists and files, customer lists and files; and (2) all other data including proprietary and non-proprietary engineering, geological, geophysical and seismic data, files and records (but only to the extent transferable without material restriction (including a material restriction against assignment

without prior consent)), inclusive of maps, logs, core analysis, formation tests, cost estimates, studies, plans, prognoses, surveys and reports, and including raw data and any interpretive data or information relating to the foregoing, and any other proprietary data in the actual possession or control of Seller or any of the Transferring Subsidiaries or which Seller or any of the Transferring Subsidiaries has the right to obtain (either without the payment of money or delivery of other consideration or unduly burdensome effort or, upon Buyer's written election, at Buyer's expense) and relating to the ownership, operation, development, maintenance or repair of, or the production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from, the other Assets; *provided* that if any Records described in clause (2) can only be assigned to Buyer with a fee or penalty, Buyer shall bear responsibility for such fee or penalty if Buyer desires that such Records be assigned to Buyer;

(xii) all Known Receivables, cash call pre-payments and other refunds due to Seller and the Transferring Subsidiaries for royalty overpayments and/or future deductions as royalty offsets associated with any Asset as of the Closing Date, as more particularly described on Schedule 2.1(b)(xii);

(xiii) that certain intellectual property being more particularly described on Schedule 2.1(b)(xiii);

(xiv) all trade credits, accounts receivable, note receivables, take or pay amounts receivable, and other receivables attributable to the other Assets, with respect to any period of time on and after the Effective Date; and

(xv) the Elk City Office.

2.2 Excluded Assets.

Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved and excluded from the transaction contemplated hereby, the following (collectively, the "Excluded Assets"):

(a) the Purchase Price delivered to Seller pursuant to this Agreement;

(b) all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit, bank accounts and other bank deposits as of the Closing Date, in each case, excluding the Suspense Funds and any item described in Schedule 2.2(b);

(c) subject to Section 2.1(b)(iii), all Hydrocarbons produced from or attributable to the Properties prior to the Effective Date, including marketable Hydrocarbons produced from or attributable to the Properties in storage tanks as of the Effective Date (less tank bottoms), and Hydrocarbons above a custody transfer point on the Effective Date, and all proceeds attributable thereto;

(d) any shares of capital stock or other equity interest of Seller or any of Seller's Subsidiaries or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of Seller or any of Seller's Subsidiaries;

- (e) all minute books, stock ledgers, corporate seals and stock certificates of Seller and the Transferring Subsidiaries;
- (f) all Excluded Records;
- (g) all Excluded Leases and Interests;
- (h) all Excluded Contracts;
- (i) all rights to any refunds of Taxes (or other related costs or expenses) attributable to the Assets prior to the Effective Date or to Seller's and/or the Transferring Subsidiaries' businesses generally;
- (j) subject to Section 8.8(b), all insurance policies and rights to proceeds thereof;
- (k) all Permits and pending applications therefor to the extent related to any other Excluded Asset or the Excluded Liabilities;
- (l) all Intellectual Property;
- (m) all prepayments, good faith and other bid deposits submitted by any Third Party under the terms of the Bidding Procedures Order;
- (n) all claims, refunds, loss carry forwards, abatements, variances, allocations, causes of action, claims for relief, choses in action, rights of recovery, audit rights, rights of set-off, rights of indemnity, contribution or recoupment, counter-claims, cross-claims and defenses of Seller or any Transferring Subsidiary, other than those constituting Assets;
- (o) all rights, claims or causes of action by or in the right of Seller against any current or former director or officer of Seller;
- (p) all Asset Taxes with respect to the Assets that are the responsibility of Seller pursuant to Section 8.1(b);
- (q) all Benefit Plans and assets attributable thereto;
- (r) the Avoidance Actions;
- (s) any rights, claims or causes of action of Seller or any Transferring Subsidiary under this Agreement or any other Transaction Document; and
- (t) the assets described in Schedule 2.2(t).

2.3 Assumed Liabilities.

Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Buyer shall execute and deliver to Seller the Assumption Agreement in the form attached hereto as **Exhibit F** (the "Assumption Agreement") pursuant to which Buyer shall assume and

agree to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the following Liabilities (collectively, the “Assumed Liabilities”):

(a) Assigned Contracts. All of Seller’s and the Transferring Subsidiaries’ Liabilities under the Assigned Contracts arising after the Closing Date.

(b) Properties. All of Seller’s and the Transferring Subsidiaries’ Liabilities under the Properties with respect to the Environmental Condition thereof and P&A Obligations, whether such Liabilities arise prior to, at or after the Closing Date.

(c) Cure Costs. Those Cure Costs incurred after the Effective Date to the extent such Cure Costs also qualify as Operating Expenses.

(d) Suspense Funds. All Suspense Funds, together with (i) any statutory interest and escheatment obligations related thereto arising after the Closing and (ii) statutory interest obligations related thereto arising prior to the Closing to the extent such statutory interest is included in the amount for which the Purchase Price is adjusted pursuant to Section 8.11(b)(ii).

(e) Buyer Taxes. All Asset Taxes with respect to the Assets, except Asset Taxes that are the responsibility of Seller pursuant to Section 8.1(b).

(f) Transfer Taxes. All Transfer Taxes.

(g) Transferred Employees. All Liabilities (excluding Liabilities under Benefit Plans) relating to Transferred Employees arising on or after the Closing Date or, with respect to Inactive Employees who become Transferred Employees, arising on or after the date on which they become Transferred Employees.

(h) Post-Effective Date Operating Expenses. Operating Expenses incurred after the Effective Date with respect to which the Purchase Price was not adjusted pursuant to Section 8.11.

(i) Other Assets. To the extent not already described in 2.3(a) through (i) above, all Liabilities arising from, related to or associated with the Assets, arising after the Closing Date.

The assumption by Buyer of the Assumed Liabilities shall not, in any way, enlarge the rights of any Third Parties relating thereto.

2.4 Excluded Liabilities.

Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Seller or any of the Transferring Subsidiaries, and Seller and the Transferring Subsidiaries shall be solely and exclusively liable with respect to all Liabilities of Seller and the Transferring Subsidiaries, other than the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the “Excluded Liabilities”). For purposes of clarity, and

without limitation of the generality of the foregoing, the Excluded Liabilities shall include, without limitation, each of the following Liabilities of Seller or any of the Transferring Subsidiaries:

(a) all indebtedness for borrowed money of Seller and the Transferring Subsidiaries;

(b) all guarantees of Third Party obligations by Seller and the Transferring Subsidiaries and reimbursement obligations to guarantors of Seller's and the Transferring Subsidiaries' obligations or under letters of credit;

(c) all accrued expenses and accounts payables;

(d) any Liabilities relating to any Action made by a Governmental Authority for any Taxes that are the responsibility of Seller pursuant to Section 8.1(c) and any Action made by a Governmental Authority with respect to any liens on any of the Assets arising out of the nonpayment of any Taxes that are the responsibility of Seller pursuant to Section 8.1(c);

(e) those Actions and Proceedings set forth on Disclosure Schedule 5.14 and those Actions and Proceedings pending against Seller or any of the Transferring Subsidiaries as of the Closing Date;

(f) all Liabilities of Seller and the Transferring Subsidiaries to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money;

(g) all Liabilities related to the Excluded Assets;

(h) obligations under any futures contracts, options on futures, swap agreements or forward sale agreements entered into by Seller or any Transferring Subsidiary;

(i) all Cure Costs other than those described in Section 2.3(c);

(j) all Liabilities with respect to Applicable Employees that do not become Transferred Employees;

(k) all Liabilities with respect to Applicable Employees that become Transferred Employees to the extent such Liabilities arise before the time at which such Applicable Employees become Transferred Employees;

(l) all Liabilities of Seller and its Affiliates under the WARN Act;

(m) all Liabilities arising under or in connection with any Benefit Plan;

(n) Liabilities incurred by Seller or any of its Affiliates for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby;

(o) Liabilities with respect to personal injury, illness or death attributable to the Assets to the extent such injury, illness or death arises from, results from or relates to events that occurred prior to the Closing;

(p) Liabilities resulting from negligence, gross negligence or willful misconduct of Seller or any of its Affiliates or any contractor of Seller or any of its Affiliates in connection with operations by Seller or any of its Affiliates of the Assets prior to the Closing;

(q) civil or administrative fines or penalties or criminal sanctions imposed on any Seller Indemnified Party arising out of or related to pre-Closing conduct;

(r) Liabilities with respect to Hazardous Substances and other substances related or attributable to the Assets that, prior to the Closing, were disposed of by Seller, any Transferring Subsidiary or its designee off-site of the Assets;

(s) amounts payable to any Affiliate of Seller with respect to the Assets for any period prior to the Closing;

(t) except with respect to Suspense Funds, the accounting for, failure to pay or the incorrect payment to or from any royalty owner, overriding royalty owner, working interest owner or other interest holder under the Leases and Lands (including any interest and penalties related thereto) and escheat obligations, in each case, (i) insofar as the same are attributable to Hydrocarbons produced from the Assets prior to the Closing, and (ii) excluding the Assumed Credits;

(u) all Liabilities related to escheatment of Suspense Funds prior to the Closing and all penalties and interests payable with respect to the Suspense Funds and any failure to escheat Suspense Funds as of the Closing; and

(v) unpaid Operating Expenses attributable to periods prior to the Effective Date that are not taken into account pursuant to Section 8.12 or Section 8.13.

2.5 Cure Costs.

As soon as practicable after the Closing, each Party shall pay, pursuant to Section 365 of the Bankruptcy Code and the Sale Order, its share (as determined under Section 2.3 and Section 2.4) of any and all cure and reinstatement costs or expenses relating to the assignment and assumption of the Assigned Contracts (the "Cure Costs") to which Seller or any Transferring Subsidiary is a party and which are included in the Assets. Schedule 2.5 sets forth the estimated amount of Cure Costs with respect to each of the Assigned Contracts as of the Effective Date.

2.6 Assignment of Assets Subject to Consent Requirements.

With respect to each consent set forth on Disclosure Schedule 5.20, Seller, not later than 10 days after the Execution Date (and, with respect to each consent that is not set forth on Disclosure Schedule 5.20 but is discovered by either Party after the Execution Date and before the Closing Date, not later than 10 days after the discovery thereof), shall send to the

holder of each such consent a notice in material compliance with the contractual provisions applicable to such consent seeking such holder's consent to the transactions contemplated hereby. If prior to the Closing Date any Third Party consent or approval to assignment applicable to the transactions contemplated hereby (other than governmental consents or approvals customarily obtained post-Closing) has not been obtained, waived or satisfied, and, further, failure to obtain such Third Party consent or approval may cause automatically or upon election of the party holding the right to consent either (i) the assignment of the Assets affected thereby to Buyer to be void, voidable or nullified, or (ii) the termination of a Lease, an Assigned Contract or other Asset (each such consent, a "Hard Consent"), the Assets affected by such Hard Consent shall, at Buyer's sole election, be held back from the Assets conveyed at Closing and the Base Purchase Price shall be reduced by the Allocated Value of the Assets so held back. Any Assets so held back at the Closing will be conveyed to Buyer within ten (10) Business Days after the Hard Consent applicable thereto has been obtained, waived or otherwise satisfied; *provided, however*, that Buyer shall not be obligated to accept any such conveyance of such Assets if such Hard Consent is not obtained within six (6) months after the Closing. At such subsequent closing, Seller shall contribute, assign, transfer and convey to Buyer, and Buyer shall acquire and accept from Seller, such Assets pursuant to the terms of this Agreement and shall pay the Allocated Value of such Assets to Seller (as adjusted pursuant to the terms of this Agreement). Except for Hard Consents, if any consents to the assignment of any Asset are not obtained prior to Closing, then with respect to each affected Asset, the affected Assets shall nevertheless be sold and conveyed to Buyer at the Closing and Buyer shall pay for the affected Asset(s) at Closing in accordance with this Agreement as though the consent had been obtained.

2.7 Further Assurances.

The Parties agree to (a) furnish upon request to each other such further information, (b) execute, acknowledge and deliver to each other such other documents and (c) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Transaction Documents; *provided* that nothing in this Section 2.7 shall prohibit Seller from ceasing operations or winding up its affairs following the Closing.

ARTICLE 3

PURCHASE PRICE

3.1 Purchase Price.

The purchase price for the purchase, sale, assignment and conveyance of Seller's and the Transferring Subsidiaries' right, title and interest in, to and under the Assets shall consist of the following:

- (a) cash in an amount equal to \$131,065,300.00 (the "Base Purchase Price"); and
- (b) the assumption of the Assumed Liabilities.

Notwithstanding the foregoing, the Base Purchase Price shall be adjusted as provided in Section 8.11 hereof (as adjusted, the “Purchase Price”). The cash components of the Purchase Price shall be delivered by Buyer as set forth in Section 4.2.

3.2 Deposit.

Within one (1) Business Day after the execution of this Agreement by the Parties, Buyer shall pay to JPMorgan Chase Bank, N.A. (“Escrow Agent”), pursuant to that certain escrow agreement by and among Seller, Buyer and Escrow Agent, a deposit in the amount of \$13,106,530.00 (the “Deposit”), such amount representing ten percent (10%) of the Base Purchase Price. At Closing, the Parties shall cause the Escrow Agent to release the Deposit to Seller, and the Deposit shall be credited against the amount required to be paid by Buyer to Seller at Closing. If this Agreement is terminated by Seller prior to Closing pursuant to Section 11.1(c)(i), or the conditions to the obligations of Buyer to consummate the Closing set forth in Article 9 shall have been satisfied by Seller or waived by Buyer, but Buyer shall have failed to perform its obligations under Section 4.3 for more than ten (10) Business Days after notice thereof by Seller, then the Parties shall cause the Escrow Agent to release the Deposit to Seller within two (2) Business Days of such termination, and such amount shall constitute liquidated damages (and not a penalty), as Seller’s sole and exclusive remedy, for such termination, free and clear of any claims thereon by Buyer. The provision for payment of the Deposit as liquidated damages in this Section 3.2 has been included because, in the event of a termination of this Agreement pursuant to which the Deposit is released to Seller, the actual damages to be incurred by Seller can reasonably be expected to approximate the amount of liquidated damages called for herein and because the actual amount of such damages would be difficult if not impossible to measure accurately. If this Agreement is terminated prior to Closing for any other reason, then the Parties shall cause the Escrow Agent to release the Deposit to Buyer within two (2) Business Days of such termination. It is understood that either Party may pursue specific performance under Section 13.15 prior to exercising its rights under Section 11.1 to terminate this Agreement.

ARTICLE 4

CLOSING

4.1 Closing Date.

Upon the terms and subject to the conditions hereof, the closing of the sale of the Assets and the assumption of the Assumed Liabilities contemplated hereby (the “Closing”) shall take place at the office of Seller at Samson Plaza, Two West Second Street, Tulsa, Oklahoma 74103 (or at such other location as the Parties may mutually agree), no later than the last to occur of (a) ten (10) Business Days following the date on which the conditions set forth in Article 9 and Article 10 have been satisfied or (if permissible) waived (other than the conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver of such conditions) and (b) one (1) Business Day after the date on which the Sale Order becomes a Final Order. The date and time at which the Closing actually occurs is hereinafter referred to as the “Closing Date.”

4.2 Payment on the Closing Date.

Subject to satisfaction or (if permissible) waiver of the conditions set forth in Article 9 and Article 10, at the Closing, (a) Buyer shall pay (or cause to be paid) the cash components of the Purchase Price (less the Deposit and as adjusted pursuant to the terms of this Agreement) by wire transfer of immediately available funds to an account specified in writing by Seller prior to the Closing Date, and (b) as set forth in Section 3.2, the Parties shall cause the Escrow Agent to release the Deposit to Seller.

4.3 Buyer's Deliveries.

At the Closing, Buyer (and/or Buyer Operator, as applicable) shall deliver or cause to be delivered to Seller (or such other Persons where so designated):

(a) the cash consideration referenced in Section 3.1(a) to Seller in accordance with Section 4.2;

(b) the Assumption Agreement, duly executed by Buyer and Buyer Operator;

(c) a copy of Buyer's certificate of formation, certified as of a recent date by the Secretary of State of the State of Delaware;

(d) a copy of Buyer's limited liability company agreement as in effect on the Closing Date;

(e) a certificate of good standing of Buyer issued as of a recent date by the Secretary of State of the State of Delaware;

(f) a certificate of the corporate secretary of Buyer, dated the Closing Date, in form and substance reasonably satisfactory to Seller, as to (i) there having been no amendments to the certificate of formation of Buyer since the date of the certified certificate of formation delivered pursuant to Section 4.3(c); (ii) Buyer's authorization to execute and perform its obligations under the Transaction Documents to which Buyer is a party; and (iii) incumbency and signatures of the officers of Buyer executing the Transaction Documents;

(g) each other Transaction Document to which Buyer (or Buyer Operator, as applicable) is a party, duly executed (and acknowledged, where applicable) by Buyer (or Buyer Operator, as applicable), including the Assignment (in sufficient counterparts to facilitate recording in the applicable counties where the Assets are located), the Deed, letters-in-lieu of transfer orders, change of operator forms to be prepared by Seller, change of operator notices required under applicable operating agreements, and any other applicable forms and declarations required by federal and state agencies relative to the assignment of the Assets to Buyer or Buyer Operator's assumption of operations and plugging and abandonment Liabilities with respect to all of the Assets;

(h) the certificates of Buyer to be received by Seller pursuant to Sections 10.1 and 10.3;

(i) a counterpart of the Preliminary Settlement Statement executed by Buyer;

(j) evidence (including evidence of satisfaction of all applicable bonding or insurance requirements) as Seller may reasonably request demonstrating that Buyer and/or Buyer Operator (as applicable) is qualified with the applicable Governmental Authorities and pursuant to any applicable operating agreement to succeed Seller as the owner and, where applicable, the operator of the Assets, all as described in Schedule 4.3(j);

(k) a Transition Services Agreement between Seller and Buyer in the form attached hereto as **Exhibit J** (the "Transition Services Agreement"), duly executed by Buyer and Buyer Operator; and

(l) such other assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Seller, as Seller may reasonably request to transfer and assign the Assumed Liabilities to Buyer and/or Buyer Operator, as applicable.

4.4 Seller's Deliveries.

At the Closing, Seller shall deliver to Buyer:

(a) the Assignment (in sufficient counterparts to facilitate recording in the applicable counties where the Assets are located), the Deed, and each other Transaction Document to which Seller or any Transferring Subsidiary is a party (including letters-in-lieu of transfer orders and change of operator forms), duly executed (and acknowledged, where applicable) by Seller and the applicable Transferring Subsidiaries;

(b) the Assumption Agreement, duly executed by Seller;

(c) a certified copy of the Sale Order;

(d) the certificates of Seller to be received by Buyer pursuant to Sections 9.1 and 9.2;

(e) a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Code §1445, stating that Seller is not a "foreign person" as defined therein;

(f) a counterpart of the Preliminary Settlement Statement executed by Seller;

(g) the Transition Services Agreement, duly executed by Seller;

(h) recordable releases (in sufficient counterparts to facilitate recording in the applicable counties where the Assets are located) in form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by Seller or any of its Affiliates affecting the Assets; and

(i) such other bills of sale, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Buyer, as Buyer may reasonably request to vest in Buyer all the right, title and interest of Seller and the Transferring Subsidiaries in, to or under any or all the Assets.

4.5 Records.

No later than ten (10) Business Days following the Closing Date, Seller shall make available to Buyer the Records in their current form (including both digital form and physical form to the extent applicable) and format as maintained by Seller, for pickup from Seller's offices during normal business hours; provided that Seller may retain written or electronic copies of the Records.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants the following to Buyer:

5.1 Organization and Good Standing.

Seller, and each Transferring Subsidiary, is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Seller, and each Transferring Subsidiary, has the requisite corporate power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted. Seller, and each Transferring Subsidiary, is duly qualified or licensed to do business and is in good standing in the States of Oklahoma and Texas.

5.2 Authority; Validity; Governmental Authority Consents.

Seller, and each Transferring Subsidiary, has, subject to requisite Bankruptcy Court approval, the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which Seller, or such Transferring Subsidiary, is a party and to consummate the transactions contemplated hereby and thereby, and, subject to requisite Bankruptcy Court approval, the execution, delivery and performance of this Agreement and such other Transaction Documents by Seller and the Transferring Subsidiaries (as applicable) and the consummation by Seller or such Transferring Subsidiary of the transactions contemplated herein and therein have been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Seller and each other Transaction Document required to be executed and delivered by Seller and each Transferring Subsidiary at the Closing will be duly and validly executed and delivered by Seller or such Transferring Subsidiary at the Closing. Subject to requisite Bankruptcy Court approval, this Agreement and the other Transaction Documents constitute, with respect to Seller and where applicable, each Transferring Subsidiary, the legal, valid and binding obligations of Seller or such Transferring Subsidiary, enforceable against Seller or such Transferring Subsidiary in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Legal Requirements affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such

principles are considered in a proceeding at law or in equity. Subject to requisite Bankruptcy Court approval, except for (a) entry of the Sale Order, (b) notices, filings and consents required in connection with the Bankruptcy Case, (c) any applicable notices, filing, consents or approvals under any applicable antitrust, competition or trade regulation Legal Requirements and (d) the notices, filings and consents set forth on Disclosure Schedule 5.2, neither Seller nor any Transferring Subsidiary is required to give any notice to, make any filing with or obtain any consent from any Governmental Authority in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation or performance of any of the transactions contemplated hereby and thereby.

5.3 No Conflict.

When the consents and other actions described in Section 5.2, including requisite Bankruptcy Court approval, have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions provided for herein and therein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Seller or any Transferring Subsidiary under (a) any agreement, indenture, or other instrument to which Seller or such Transferring Subsidiary is bound, (b) the certificate of incorporation, bylaws or other governing documents of Seller or such Transferring Subsidiary, (c) any Order or (d) any Legal Requirement.

5.4 Material Contracts.

To Seller's Knowledge, (a) Disclosure Schedule 5.4 lists all Material Contracts in effect as of the Execution Date, to which Seller or a Transferring Subsidiary is a party or by which its interests in the Assets are bound, and (b) all Material Contracts are in full force and effect, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Legal Requirements relating to creditors' rights generally and by general principles of equity, regardless of whether such principles are considered in a proceeding at law or in equity. Except for the Bankruptcy Case, no default or breach (or event that, with notice or lapse of time, or both, would become a default or breach) of any such Material Contracts has occurred or is continuing on the part of Seller or any Transferring Subsidiary. Copies of each of the Material Contracts (including all material amendments) in the possession of Seller or any Transferring Subsidiary have been made available to Buyer for review.

5.5 Permits.

As of the Execution Date, (a) Seller or the applicable Transferring Subsidiary has obtained all material Permits that are required for its ownership and operation of the Assets, (b) neither Seller nor any Transferring Subsidiary has received written notice of default under any Permit, (c) no material violations exist in respect of any Permits, and (d) neither Seller nor any Transferring Subsidiary has received written notice of any material Proceeding that has been threatened or is pending that might result in the modification, revocation, termination or suspension of any Permit.

5.6 Wells; Plug and Abandon Notice.

As of the Execution Date, except as set forth on Disclosure Schedule 5.6A, (a) there are no Wells in respect of which Seller or any Transferring Subsidiary has received an order from any Governmental Authority requiring that such Wells be plugged and abandoned, and (b) there are no Wells or other equipment included in the Assets that (i) Seller or any Transferring Subsidiary is obligated by Legal Requirements or contract to plug, dismantle and/or abandon; or (ii) to Seller's Knowledge, with respect to work performed by Seller or any of its Affiliates, have been plugged, dismantled or abandoned in a manner that does not comply in all material respects with applicable Legal Requirements and contractual requirements. All Wells drilled by Seller or any of its Affiliates and, to Seller's Knowledge, all other Wells, have been drilled and completed within the limits permitted by all applicable Leases, contracts and pooling or unit agreements and by applicable Legal Requirements. Disclosure Schedule 5.6B sets forth the payout balances in all material respects as of the Effective Date for each Well operated by Seller or any of its Affiliates subject to payout and each Third Party-operated Well subject to payout for which Seller has received such payout information from the applicable operator.

5.7 Imbalances; Unsatisfied Throughput Obligations.

Disclosure Schedule 5.7 reflects (a) all Imbalances relating to the Assets operated by Seller or any of its Affiliates and, to Seller's Knowledge, all other Imbalances relating to the Assets, in each case (x) net to Seller's or the applicable Transferring Subsidiary's interest and (y) as of the date stated therein, including (i) aggregate Imbalances attributable to Seller's and/or the Transferring Subsidiaries' Net Revenue Interest in the Wells as of the Effective Date and (ii) pipeline Imbalances attributable to Seller and/or the Transferring Subsidiaries or their interest in the Assets, and (b) unsatisfied throughput obligations attributable to Seller and/or the Transferring Subsidiaries or their interest in the Assets as of the date stated therein.

5.8 AFEs.

Disclosure Schedule 5.8 contains a list, true and correct as of the date set forth therein, of all authorities for expenditures (collectively, "AFEs") for capital expenditures with respect to the Assets in excess of Two Hundred Fifty Thousand Dollars (\$250,000), net to Seller's or the applicable Transferring Subsidiary's interest, that have been proposed by Seller or any other Person having authority to do so (including internal AFEs of Seller or any Transferring Subsidiary not delivered to Third Parties) for which all or any part of the activities anticipated in such AFEs were not completed by the Effective Date.

5.9 Hedging.

There are no futures, options, swaps or other derivatives with respect to the sale of Hydrocarbons from the Assets that are or will be binding on Buyer or the Assets at any time after the Closing Date.

5.10 Preferential Purchase Rights.

To Seller's Knowledge, Disclosure Schedule 5.10 lists all Preferential Purchase Rights to which any Assets are subject, which would be triggered by this Agreement and to

which a notice would be required under the terms thereof due to the Parties entering into this Agreement.

5.11 Suspense Funds.

Disclosure Schedule 5.11 sets forth a list, true and correct as of the date set forth therein, of all Suspense Funds and the name or names of the parties to whom such funds are owed.

5.12 Intellectual Property.

To Seller's Knowledge, except as set forth on Schedule 2.1(b)(xii) or Disclosure Schedule 5.12, Seller owns no Intellectual Property related to or used in connection with the ownership or operation of the Assets that is material to the ownership or operation of any Asset.

5.13 Taxes.

Except as set forth on Disclosure Schedule 5.13, (i) all Tax Returns required to be filed by Seller and the Transferring Subsidiaries with respect to the Assets have been timely filed, and all such Tax Returns were true, correct and complete in all material respects, (ii) all Taxes shown to be due on such Tax Returns of or with respect to the Assets have been timely paid, (iii) there are no liens on any of the Assets that arose in connection with any failure (or alleged failure) to pay any Tax, (iv) there are no claims pending or threatened by any Governmental Authority in connection with any such Tax that would adversely affect the Assets after the Closing, (v) there are no Tax audits currently pending that would adversely affect the Assets after the Closing, (vi) the Assets have been properly listed on applicable property Tax rolls, and the Assets do not contain omitted property, (vii) no Asset is subject to any tax partnership agreement or provisions requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute (excluding tax partnership agreements or provisions set forth in joint operating agreements that are binding upon Assets not operated by Seller or any of its Affiliates and with respect to which neither Seller nor any of its Subsidiaries has received a Schedule K-1), and in the case of any Asset subject to a tax partnership agreement, the tax partnership has an election in effect under Section 754 of the Code, and (viii) none of the Assets constitutes an equity interest in a corporation for federal income tax purposes.

5.14 Legal Proceedings.

Except for the Bankruptcy Case and any adversary Proceedings or contested motions commenced in connection therewith, or as set forth on Disclosure Schedule 5.14, there is no Proceeding or Order pending, outstanding or, to Seller's Knowledge, threatened against Seller or any Transferring Subsidiary that (a) seeks to restrain or prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby or (b) relates to the Assets.

5.15 Labor Matters.

With respect to the Applicable Employees, (a) there are no collective bargaining agreements or collective bargaining relationships to which Seller or any of its Subsidiaries is a party, (b) there is no pending or, to Seller's Knowledge, threatened, strike, slowdown, picketing or work stoppage, and no such dispute has occurred within the past five (5) years, (c) to Seller's

Knowledge, there is no pending application for certification of a collective bargaining agent filed with any Governmental Authority and no such filing is threatened and (d) to Seller's Knowledge, no union organizing activities are underway or threatened and no such activities have occurred in the past five (5) years.

5.16 Employee Benefits.

(a) Disclosure Schedule 5.16 contains a true and complete list of each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by Seller or by any trade or business, whether or not incorporated, that together with Seller would be deemed a "single employer" within the meaning of Section 414 of the Code or Section 4001(b) of ERISA (an "ERISA Affiliate"), or under which Seller or any of its ERISA Affiliates has or may have any Liability, or with respect to which Buyer or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise (each, a "Benefit Plan").

(b) Neither Seller nor its ERISA Affiliates have ever sponsored, maintained, contributed to or had any liability or obligation to contribute to (i) any "pension plan" within the meaning of Section 3(2) of ERISA that is subject to Section 412 of the Code or Title IV of ERISA, (ii) any "multiemployer plan" within the meaning of Section 3(37) or 4001(a)(3) of ERISA, (iii) any "multiple employer plan" within the meaning of Section 413 of the Code or Section 4063 or 4064 of ERISA, (iv) any "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA, or (v) any "welfare plan" within the meaning of Section 3(1) of ERISA which provides medical, health or other welfare-type benefits to any former employee, director or independent contractor of Seller or any ERISA Affiliate other than in accordance with COBRA or any similar state or local laws.

(c) There is no pending or, to Seller's Knowledge, threatened Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan has within the three years prior to the date hereof been the subject of an examination or audit by a Governmental Authority or the subject of an application or filing under, or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority, and none of the assets of the Seller or any ERISA Affiliate is, or may reasonably be expected to become, the subject of any lien arising under Section 302 of ERISA or Section 412(a) of the Code.

5.17 No Take-or-Pay Obligations.

Except as set forth on Disclosure Schedule 5.17, neither Seller nor any Transferring Subsidiary is obligated by virtue of any take-or-pay payment, advance payment or other similar payment (other than gas balancing arrangements) to deliver Hydrocarbons, or

proceeds from the sale thereof, attributable to the Assets at some future time without receiving payment therefor at or after the time of delivery.

5.18 Payments.

Except as set forth on Disclosure Schedule 5.18, and excluding the Suspense Funds, all delay rentals, royalties, shut-in royalties, overriding royalties, compensatory royalties and other payments due with respect to the Properties, in each case, to the extent attributable to the period of time prior to the Execution Date, have been properly and fully paid.

5.19 Brokers or Finders.

Neither Seller nor any Person acting on behalf of Seller has incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby for which Buyer is or will become liable.

5.20 Consents.

Except (a) as set forth in Disclosure Schedule 5.20, (b) for consents of Governmental Authorities customarily obtained after Closing, and (c) for any Preferential Purchase Rights applicable to the transactions contemplated by this Agreement, there are no restrictions to assignment, including requirements for consents from Third Parties to any assignment (in each case), that Seller or any Transferring Subsidiary is required to obtain in connection with the transfer of the Assets by Seller or any Transferring Subsidiary to Buyer or the consummation of the transactions contemplated by this Agreement by Seller or any Transferring Subsidiary (including Hard Consents).

5.21 No Violation of Laws.

Except as set forth in Disclosure Schedule 5.21, neither Seller nor any Transferring Subsidiary has received written notice that it is in violation of any applicable Laws (excluding Environmental Laws) in any material respect with respect to its ownership and operation of the Assets. The operation of that portion of the Assets for which Seller or any of its Affiliates serves as operator is in compliance with applicable Laws (excluding Environmental Laws) in all material respects. To Seller's Knowledge, as the operation of that portion of the Assets for which Seller or any of its Affiliates does not serve as operator is in compliance with applicable Law (excluding Environmental Laws) in all material respects.

5.22 Condemnation; Casualty Loss.

As of the Execution Date, neither Seller nor any Transferring Subsidiary has received any written notice of any pending or threatened taking and, to Seller's Knowledge, there is no actual taking (whether permanent, temporary, whole or partial) of any portion of the Assets by reason of condemnation or the threat of condemnation. No material unresolved Casualty Loss has occurred after the Effective Date and prior to the Execution Date.

5.23 Certain Lease Matters.

As of the Execution Date, neither Seller nor any Transferring Subsidiary has received written notice of any continuing or uncured material default on the part of Seller with respect to any Lease. There are no express unfulfilled drilling obligations under any of the Leases.

5.24 Seller Credit Obligations.

Disclosure Schedule 5.24 sets forth a list of all Seller Credit Obligations.

5.25 Equipment.

To Seller's Knowledge, no material items of Equipment have been removed from the Assets after the Effective Date. To Seller's Knowledge, all items of Equipment are in a state of reasonable repair (ordinary wear and tear excepted).

5.26 Environmental Matters.

To Seller's Knowledge, the Assets and Seller's and/or the Transferring Subsidiaries' operations with respect to the Assets have been and are in compliance with Environmental Laws in all material respects. Neither Seller nor any Transferring Subsidiary has received any written notice of any Proceeding related to any of the Assets under any Environmental Law. All reports, studies or other material documents previously requested by Buyer addressing the environmental condition of the Assets that are in Seller's or a Transferring Subsidiary's possession have been made available for Buyer's review.

5.27 Knowledge Qualifier for Non-Operated Assets.

To the extent that Seller has made any representations or warranties in this Article 5 in connection with matters relating to non-operated Assets, each and every such representation and warranty shall be deemed to be qualified by the phrase "To Seller's Knowledge".

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.1 Organization and Good Standing.

Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted. Buyer is duly qualified or licensed to do business in the State(s) where the Assets are located.

6.2 Authority; Validity; Consents.

Buyer has the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party

and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated herein have been duly and validly authorized by all requisite limited liability company actions in respect thereof. This Agreement has been duly and validly executed and delivered by Buyer and each other Transaction Document required to be executed and delivered by Buyer at the Closing will be duly and validly executed and delivered by Buyer at the Closing. This Agreement and the other Transaction Documents to which Buyer is a party constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, except in each case as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Legal Requirements affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such principles are considered in a proceeding at law or in equity. Buyer is not or will not be required to give any notice to, make any filing with, or obtain any consent or approval from any Person in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a Party or the consummation or performance of any of the transactions contemplated hereby or thereby, except for such notices, filings, consents and approvals, the failure of which to provide, make or obtain, would not, individually or in the aggregate, affect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the transactions contemplated hereby or thereby and except for notices, filings, consents and approvals customarily made after Closing.

6.3 No Conflict.

When the consents and other actions described in Section 6.2 have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions provided for herein and therein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Buyer under (a) any agreement, indenture or other instrument to which it is bound, (b) the certificate of formation or limited liability company agreement of Buyer, as applicable, (c) any Order or (d) any Legal Requirement, except where any such breach, default, conflict or acceleration would not, individually or in the aggregate, affect Buyer's ability to perform its obligations under this Agreement.

6.4 Availability of Funds.

As of the Closing, Buyer will have sufficient cash in immediately available funds (without giving effect to any unfunded financing, regardless of whether any such financing is committed) to pay the Purchase Price, all costs, fees and expenses to be paid by Buyer that are necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents, and assume the Assumed Liabilities. Buyer's ability to consummate the transaction contemplated hereby is not contingent upon its ability to secure financing or to complete any public or private placement of securities prior to or upon Closing.

6.5 Litigation.

There are no Proceedings or Orders pending or, to the Knowledge of Buyer, threatened against Buyer, that seek to restrain or prohibit or otherwise challenge the

consummation, legality or validity of the transactions contemplated hereby or that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.6 Bankruptcy.

There are no bankruptcy, reorganization or arrangement Proceedings pending, being contemplated by, or to the Knowledge of Buyer, threatened against Buyer or any of its Affiliates.

6.7 Brokers or Finders.

Neither Buyer nor any Person acting on behalf of Buyer has paid or become obligated to pay any fee or commission to any broker, finder, investment banker, agent or intermediary for or on account of the transactions contemplated by this Agreement for which Seller is or will become liable.

6.8 Knowledge and Experience.

Buyer (a) is engaged in the business of exploring for and producing Hydrocarbons as an ongoing business and (b) is purchasing the Assets for its own account for investment purposes and not with the intent to resell the Assets in violation of any federal or state securities laws. Buyer is an experienced and knowledgeable investor in oil and gas properties, is knowledgeable with respect to the tax ramifications associated therewith and herewith, has the financial and business expertise to fully evaluate the merits and risks of the transaction covered by this Agreement and has relied solely upon the basis of its own independent investigation of the Assets for all purposes (including the geologic and geophysical characteristics of the Assets, the estimated Hydrocarbon reserves recoverable therefrom, and the price and expense assumptions applicable thereto). In acquiring the Assets, Buyer is acting in the conduct of its own business and not under any specific contractual commitment to any Third Party, or any specific nominee agreement with any Third Party, to transfer to, or to hold title on behalf of, such Third Party, with respect to all or any part of the Assets. Buyer acknowledges that it has had the opportunity to seek the advice of persons it deemed appropriate concerning the consequences of the provisions of this Agreement and hereby waives any and all rights to claim that it is an unsophisticated investor in oil and gas properties.

6.9 Qualification to Assume Operatorship.

At Closing, Buyer will be qualified to own and, where applicable, Buyer Operator will be qualified to assume operatorship of the Assets in all jurisdictions where the Assets are located, and the consummation of the transactions contemplated by this Agreement will not cause Buyer or Buyer Operator to be disqualified as such an owner or operator. To the extent required by the applicable state, tribal and federal Governmental Authorities, Buyer or Buyer Operator will have, as of the Closing, lease bonds, area-wide bonds or any other surety bonds or insurance policies as may be required by, and in accordance with, any Governmental Authorities with jurisdiction over the ownership or operation of such Assets or any operating agreement to the extent the same are described in Schedule 4.3(j) or Disclosure Schedule 5.24.

ARTICLE 7

ACTIONS PRIOR TO THE CLOSING DATE

7.1 Access and Reports.

(a) Subject to applicable Legal Requirements, upon receipt of written notice from Buyer of any such activities no less than two (2) Business Days in advance, Seller shall (and shall cause its Subsidiaries to) use commercially reasonable efforts to afford Buyer's officers and other authorized Representatives reasonable access, during normal business hours until the Closing Date, to the Assets and Seller's employees, customers, suppliers, properties, books, Contracts and Records, and, during such period, Seller shall use commercially reasonable efforts to furnish promptly to Buyer all information concerning the Assets as may reasonably be requested; *provided, however*, such access shall not interfere with Seller's ordinary conduct of business or the operation of the Assets, and at all times during such access, Buyer's authorized Representatives shall be accompanied by at least one (1) Representative of Seller unless Seller determines otherwise. All requests for information made pursuant to this Section 7.1 shall be submitted in accordance with Section 13.3. All such information shall be governed by the terms of the Non-Disclosure Agreement. No investigation pursuant to this Section 7.1 or by Buyer or its Representatives at any time prior to or following the Execution Date shall affect or be deemed to modify any representation or warranty made by Seller herein.

(b) This Section 7.1 shall not require Seller to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Seller, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which Seller is a party or cause any privilege (including attorney-client privilege) that Seller would be entitled to assert to be undermined with respect to such information and such undermining of such privilege could, in Seller's good faith judgment (after consultation with counsel, which may be in-house counsel), adversely affect in any material respect Seller's position in any pending or, what Seller believes in good faith (after consultation with counsel, which may be in-house counsel) could be, future litigation or (ii) if Seller, on the one hand, and Buyer or any of its Affiliates, on the other hand, are adverse parties in a litigation, any information that is reasonably pertinent thereto; *provided* that, in the case of clause (i), the Parties shall cooperate in seeking to find a way to allow disclosure of such information to the extent doing so (1) would not (in the good faith belief of Seller (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege to be undermined with respect to such information or (2) could reasonably (in the good faith belief of Seller (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of Buyer could be provided access to such information; *provided*, that, notwithstanding the foregoing, the disclosure of title opinions shall not be restricted pursuant to this Section 7.1.

(c) The information provided pursuant to this Section 7.1 shall be used solely for the purpose of the transaction contemplated by this Agreement, and such information shall be

kept confidential by Buyer in accordance with, and Buyer shall otherwise abide by and be subject to the terms and conditions of, the Non-Disclosure Agreement.

(d) BUYER SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS EACH SELLER PARTY FROM AND AGAINST ANY AND ALL LIABILITIES THAT ANY BUYER PARTY MAY ASSERT AGAINST ANY SELLER PARTY, BASED UPON INJURY TO PERSON, INCLUDING DEATH, OR TO PROPERTY, ARISING IN ANY MANNER WHATSOEVER FROM ANY INSPECTION BY ANY BUYER PARTY OF THE ASSETS PRIOR TO THE CLOSING DATE, **WHETHER OR NOT BASED UPON STRICT LIABILITY OR CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY SELLER PARTY, EXCEPT TO THE EXTENT SUCH INJURY WAS OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SELLER PARTY.**

7.2 Operations Prior to the Closing Date.

Seller covenants and agrees that, except (x) as expressly contemplated by this Agreement, (w) as disclosed in Schedule 7.2, (y) with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), and (z) as otherwise required by Legal Requirements, after the Execution Date and prior to the Closing Date:

(a) Seller shall:

(i) use commercially reasonable efforts, taking into account Seller's status as debtor in possession, to maintain and operate the Assets operated by Seller as a reasonably prudent operator or cause such Assets to be operated as a reasonably prudent operator in the ordinary course of business;

(ii) pay or cause to be paid all bonuses and rentals, royalties, overriding royalties, shut-in royalties, and minimum royalties and development and operating expenses, and other payments incurred with respect to the Assets operated by Seller except (A) royalties held in suspense as a result of title issues and that do not give any Third Party a right to cancel an interest in any Assets operated by Seller, and (B) expenses or royalties being contested in good faith, unless the nonpayment of such contested expenses or royalties could result in the termination of an Assigned Lease and Interest, in which case Seller will notify Buyer and obtain Buyer's approval prior to withholding such payment;

(iii) maintain books, accounts and records relating to the Assets in accordance with past custom and practice;

(iv) maintain the personal property comprising part of the Assets operated by Seller in at least as good a condition as it is on the date hereof, subject to ordinary wear and tear;

(v) use commercially reasonable efforts, taking into account Seller's status as debtor in possession, to retain Seller's Applicable Employees who are in good standing and are necessary to operate the Assets as they are currently being operated; and

(vi) maintain insurance coverage on the Assets in the amounts and types currently in force.

(b) Seller shall not:

(i) abandon any Asset (except any abandonment of Leases to the extent any such Leases terminate pursuant to their terms);

(ii) commence, propose, or agree to participate in any single operation with respect to the Wells or Assigned Leases and Interests with an anticipated cost in excess of Two Hundred Fifty Thousand Dollars (\$250,000) net to the interest of Seller and the Transferring Subsidiaries, except for emergency operations taken in the face of risk to life, injury, property or the environment, operations scheduled under the AFEs set forth in Disclosure Schedule 5.8, or operations required by any Governmental Authority (including with respect to plugging and abandonment obligations);

(iii) terminate, cancel, or materially amend or modify any Assigned Contract or Assigned Lease and Interest;

(iv) sell, lease, encumber, or otherwise dispose of all or any portion of any Assets, except sales of Hydrocarbons in the ordinary course of business;

(v) grant to any Applicable Employee any increase in compensation except in the ordinary course of Seller's business and consistent with past practice;

(vi) enter into a Contract that would constitute a Material Contract;

(vii) relinquish voluntarily its position as operator with respect to any Asset;

(viii) waive, compromise or settle any material right or claim with respect to any of the Assets; or

(ix) enter into any agreement or commitment to take any action prohibited by this Section 7.2(b).

7.3 Commercially Reasonable Efforts.

(a) Seller, on the one hand, and Buyer, on the other hand, shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, including using commercially reasonable efforts to accomplish the following: (i) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article 9 and Article 10 to be satisfied, (ii) the obtaining, at the earliest practicable date, of all necessary Governmental Authorizations and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with

Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to avoid any Proceeding by any Governmental Authority, and (iii) the execution or delivery of any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement. Additionally, with regard to each Well operated by a party other than Seller, Buyer shall, as soon as reasonably practicable after the Closing Date, deliver to the applicable operator of such Well a copy of the recorded Assignment evidencing the conveyance of Seller's interest in such Well to Buyer, as well as any other documentation reasonably requested by such operator to evidence such conveyance.

(b) Seller shall, as soon as reasonably practicable, but in no event later than the second (2nd) Business Day after the Execution Date, file the Bidding Procedures Motion and seek approval of the Bidding Procedures Order in good faith, using commercially reasonable efforts.

(c) Seller, on the one hand, and Buyer, on the other hand, (i) shall promptly inform each other of any communication from any Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval and (ii) shall permit the other to review in advance any proposed written or material oral communication or information submitted to any such Governmental Authority in response thereto. In addition, neither of Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless such Party consults with the other Party in advance and, to the extent permitted by any such Governmental Authority, gives the other Party the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to any restrictions under applicable Legal Requirements, each of Buyer, on the one hand, and Seller, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and its respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting non-disclosure agreements or to the attorney-client privilege or work product doctrine) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval.

7.4 Bankruptcy Court Approval.

(a) Seller and Buyer acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assigned Contracts are subject to Bankruptcy Court approval. Seller and Buyer acknowledge that (i) to obtain such approval, Seller must demonstrate that it has taken reasonable steps to obtain the highest and otherwise best offer possible for the Assets, and that such demonstration shall include giving notice of the transaction contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, and, if necessary, conducting the Auction, (ii) Buyer must use

commercially reasonable efforts to provide adequate assurance of future performance as required under the Bankruptcy Code with respect to each Assigned Contract, and (iii) to the extent such adequate assurance of future performance is not provided with respect to an Assigned Contract, then such Assigned Contract will be excluded from the Assets and included in the Excluded Assets. The Assigned Leases and Interests and Surface Interests are to be transferred to Buyer as part of the sale of the Assets. To the extent any Assigned Lease and Interest or Surface Interest constitutes an executory contract or unexpired lease of real property under Section 365 of the Bankruptcy Code, such Assigned Lease and Interest or Surface Interest shall be assumed by Seller and assigned by Seller to Buyer pursuant to Section 365 of the Bankruptcy Code.

(b) In the event an appeal is taken or a stay pending appeal is requested, from either the Bidding Procedures Order or the Sale Order, Seller shall promptly notify Buyer of such appeal or stay request and shall provide to Buyer promptly a copy of the related notice of appeal or Order of stay. Seller shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from either of such Orders.

(c) From and after the Execution Date and prior to the Closing or the termination of this Agreement in accordance with Section 11.1, Seller shall not take any action which is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Bidding Procedures Order or this Agreement. If Buyer is the Successful Bidder at the Auction, Seller shall not take any action which is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Sale Order or this Agreement.

7.5 Updates and Amendments of Exhibits, Schedules and Disclosure Schedules.

(a) Until the Auction (if any), Seller shall have the right, with Buyer's consent (which may be withheld in Buyer's sole discretion), to amend, modify and/or supplement Exhibit C, Exhibit E, Schedule 2.2(g) and Schedule 2.2(h), in each case, as applicable, in order to reflect (i) any new Contracts or Leases taken by Seller or (ii) the deletion of any Contracts or Leases from any such Exhibit or Schedule.

(b) Until the Auction (if any), Seller shall have the right (but not the obligation) to amend, modify and/or supplement its Disclosure Schedules with respect to any matters discovered or occurring subsequent to the Execution Date and such amendments, modifications and/or supplements shall be deemed to have been included in Seller's representations and warranties for all purposes other than Section 9.1.

(c) In the event that, after the Auction and prior to the date that is 180 days after the Closing Date, Buyer discovers any Contract that has not been rejected and should have been included in the Assets and that was not specifically included in the Excluded Assets, Buyer shall notify Seller thereof and the Parties shall use commercially reasonable efforts to have such Contracts assumed by Seller and assigned to Buyer consistent with the terms of this Agreement.

(d) In the event that, after the Auction and prior to the date that is 180 days after the Closing Date, either Party discovers any Mineral Interest owned by a Transferring Subsidiary in any county in which an Assigned Lease and Interest is located that was not conveyed to Buyer, such Party shall notify the other Party thereof and the Parties shall use commercially reasonable efforts to have such Mineral Interest assigned to Buyer consistent with the terms of this Agreement.

7.6 Bidding Procedures.

The bidding procedures to be employed with respect to this Agreement shall be those reflected in the Bidding Procedures Order. Buyer agrees and acknowledges that Seller and its Representatives and Affiliates are and may continue soliciting inquiries, proposals or offers from Third Parties (the "Potential Bidders") for the Assets in connection with any alternative transaction pursuant to the terms of the Bidding Procedures Order.

7.7 Access to Buyer Documentation.

On or before five (5) Business Days prior to the Auction, Buyer shall have delivered to Seller true and complete, fully-executed copies of (i) Buyer's certificate of formation and limited liability company agreement, and (ii) any agreements with a third Person relating to, directly or indirectly, the Auction and/or Buyer's (or Buyer's Representatives') participation therein. All such information obtained or reviewed by Seller shall be maintained confidential by Seller and shall be governed by the terms of the Non-Disclosure Agreement.

ARTICLE 8

ADDITIONAL AGREEMENTS

8.1 Taxes.

(a) Any transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement ("Transfer Taxes") shall be borne by Buyer. The Parties shall cooperate in demonstrating that the requirements for an exemption for such Transfer Taxes, if any, have been satisfied. If transactions contemplated by this Agreement are exempt from any such Transfer Taxes upon the filing of an appropriate certificate or other evidence of exemption, Buyer will timely furnish to Seller such certificate or evidence of exemption as permitted by applicable Law. Buyer will, at its own expense, file all necessary Tax Returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation; provided, that, in the event that Buyer is not permitted to file the Tax Return for sales and/or transfer taxes included in the Transfer Taxes that are payable to the Oklahoma Tax Commission, Buyer will, at its own expense, prepare such Tax Return, Buyer will be responsible for all Transfer Taxes payable pursuant to such Tax Return, and Seller shall file such Tax Return with the Oklahoma Tax Commission.

(b) From the Effective Date through the Closing Date, Seller shall be responsible for filing with the appropriate Tax authorities the applicable Tax Returns for Asset

Taxes which are required to be filed on or before the Closing Date and remitting the Taxes reflected on such Tax Returns as due and owing. Seller will cause such Tax Returns to be timely filed consistently with past practice except as otherwise required by applicable Law and will provide a copy to Buyer. Seller shall not file any material Tax election with respect to the Assets without Buyer's consent. Buyer shall be responsible for the filing with the appropriate Tax authorities the applicable Tax Returns for Asset Taxes that are required to be filed after the Closing Date and remitting the Taxes reflected on such Tax Returns as due and owing.

(c) Buyer and Seller shall each be responsible for their own income or franchise Taxes. Seller shall be responsible for, and shall bear and pay, all ad valorem, property, excise, severance, production or similar Taxes based upon operation or ownership of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom (but excluding, for the avoidance of doubt, income taxes, franchise taxes and Transfer Taxes) (collectively, the "Asset Taxes") assessed with respect to the Assets for (i) any period ending on or prior to the Effective Date and (ii) the portion of any Straddle Period ending on or prior to the Effective Date. For purposes of allocation between the Parties of Asset Taxes assessed with respect to the Assets that are payable with respect to any tax periods beginning before and ending after the Effective Date ("Straddle Periods"), the portion of any such taxes that are attributable to the portion of the Straddle Period that ends on or prior to the Effective Date shall (1) in the case of such Asset Taxes that are based upon quantity of or the value of production of Hydrocarbons, be allocated based on the number of units or value of production actually produced, as applicable, on or before the Effective Date (which shall be Seller's responsibility) and from and after the Effective Date (which shall be Buyer's responsibility); and (2) in the case of other Asset Taxes, be allocated pro rata per day between the period on or prior to the Effective Date (which shall be Seller's responsibility) and the period after the Effective Date (which shall be Buyer's responsibility). At the Closing, Asset Taxes with respect to each Asset for the applicable Straddle Period shall be prorated in accordance with the foregoing provisions based on the Asset Tax assessment for such Asset for such Straddle Period, if available, or if otherwise, based on the Asset Taxes paid with respect to such Asset during the preceding Tax period. Such proration shall be subject to adjustment pursuant to Section 8.13. With respect to any not yet delinquent Asset Taxes relating to a Tax year ending after the Closing Date, Buyer will remit the actual payment of all such Asset Taxes to the applicable Governmental Authority.

(d) Seller, on the one hand, or Buyer, on the other hand, as the case may be (the "Reimbursing Party"), shall provide reimbursement for any Tax paid by the other Party (the "Paying Party"), all or a portion of which is the responsibility of the Reimbursing Party, or which represents an overpayment for Taxes by the Paying Party, in accordance with the terms of this Section 8.1 (which such reimbursement may apply as a Purchase Price adjustment pursuant to Section 8.11(a)(ii) or Section 8.11(b)(iii), as applicable). Within a reasonable time prior to the payment of any such Tax, the Paying Party shall give notice to the Reimbursing Party of the Tax payable and the Paying Party's and Reimbursing Party's respective Liability therefor, although failure to do so will not relieve the Reimbursing Party from its Liability hereunder except to the extent the Reimbursing Party is prejudiced thereby. Any amounts which may become payable from Seller to Buyer pursuant to this Section 8.1 shall constitute a super priority administrative expense of Seller under Section 364(c)(1) of the Bankruptcy Code with priority over any and all administrative expenses of the kind specified in Sections 503(b) or 507(b) of the Bankruptcy Code.

(e) Buyer and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, the prosecution or defense of any claims or Proceeding relating to any Tax, and the claiming by Buyer of any federal, state or local business tax credits or incentives that Buyer may qualify for in any of the jurisdictions in which any of the Assets are located; *provided, however*, that neither Buyer nor Seller shall be required to disclose the contents of its income Tax Returns to any Person. Any expenses incurred in furnishing such information or assistance pursuant to this Section 8.1(e) shall be borne by the Party requesting it.

8.2 Allocation of Purchase Price.

The Purchase Price (and all other capitalized costs) shall be allocated among the Assets as set forth on Schedule 8.2, which shall be in accordance with Code §1060 and the regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate). The allocation to each Asset is referred to herein as the “Allocated Value” of such Asset, and the general allocation of value described in this Section 8.2 is referred to herein as the “Tax Allocation”. Seller and Buyer agree to be bound by the Allocated Values set forth in Schedule 8.2 for purposes of this Agreement. Seller and Buyer each agree to report, and to cause their respective Affiliates to report, the federal, state, and local income and other Tax consequences of the transactions contemplated herein, and in particular to report the information required by Code §1060(b), and to jointly prepare Form 8594 (Asset Acquisition Statement under Code §1060) in a manner consistent with the Tax Allocation, as may be revised, to take into account subsequent adjustments to the Purchase Price, including any adjustments pursuant to the Agreement to determine the Purchase Price, and shall not take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, investigation, or otherwise, unless required to do so by any Legal Requirement after notice to and discussions with the other Party, or with such other Party’s prior consent; *provided, however*, that nothing contained herein shall prevent Buyer or Seller from settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of the Tax Allocation, and neither Buyer nor Seller shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority challenging the Tax Allocation; *provided, further*, that Buyer shall not be obligated to provide notice to or discuss or obtain Seller’s consent if Seller has been liquidated. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 8.2 shall survive the Closing without limitation.

8.3 Bulk Sales.

Buyer and Seller hereby waive compliance with all “bulk sales,” “bulk transfer” and similar laws that may otherwise be applicable with respect to the sale and transfer of any or all of the Assets to Buyer.

8.4 Assigned Contracts; Adequate Assurance and Performance.

(a) Seller shall provide timely and proper written notice of the Sale Motion and of the assumption and assignment of the Assigned Contracts to all parties to such Assigned Contracts. With respect to each Assigned Contract, Buyer shall, with Seller’s

cooperation, use commercially reasonable efforts to provide adequate assurance as required under the Bankruptcy Code of the future performance by Buyer of each such Assigned Contract. Buyer and Seller agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing timely requested and factually accurate affidavits and other documents or information for filing with the Bankruptcy Court and making Buyer's and Seller's employees and Representatives available to testify before the Bankruptcy Court. Notwithstanding the foregoing, Seller shall have no obligation under this Agreement (including, for the avoidance of doubt, pursuant to Section 7.3 or this Section 8.4(a)) to provide any assistance with respect to the preparation of any financial information.

(b) Subject to the approval of the Bankruptcy Court by Final Order, the Assigned Contracts will be assumed by Seller and assigned to Buyer on the Closing Date (or thereafter pursuant to Section 7.5) in accordance with Section 365 of the Bankruptcy Code. Only those Contracts set forth in Exhibit C (as the same may be amended in accordance with Section 7.5) shall be considered Assigned Contracts. Notwithstanding anything in this Agreement to the contrary, a Contract that is validly rejected or otherwise not assumed and assigned to Buyer pursuant to this Section 8.4(b) shall constitute an Excluded Contract.

(c) Seller agrees that it shall not reject any Assigned Contract without the prior written consent of Buyer.

(d) From and after the Closing, Buyer shall pay, perform or satisfy the Assumed Liabilities from time to time and as such Assumed Liabilities become due and payable or are required to be performed or satisfied in accordance with their respective terms.

(e) Without limiting the provisions of Section 8.4(a), Buyer acknowledges that Seller has no duty to maintain any bonds, letters of credit, guarantees, cash deposits and insurance to secure performance or payment under any Assigned Contracts or Assigned Leases and Interests (collectively, "Seller Credit Obligations") after the Closing, and Buyer agrees to reasonably cooperate with Seller in Seller's efforts to secure the release of any Seller Credit Obligations posted by Seller, such cooperation to include, if necessary, the provision by Buyer of a guaranty or letter of credit to secure Buyer's payment and/or performance under any Assigned Contracts or Assigned Leases and Interests after the Closing. On or before the Closing, Buyer shall obtain, or cause to be obtained in the name of Buyer, replacements for all Seller Credit Obligations.

8.5 Employee and Employee Benefit Matters.

(a) Transferred Employees. Within five (5) Business Days following the Execution Date, Seller shall provide the following information to Buyer with respect to each Applicable Employee: (i) date of hire, and (ii) base salary or hourly wage rate, as applicable. No later than five (5) Business Days prior to the Closing Date, Buyer or Buyer Operator may, but shall not be obligated to, offer employment to any of the Applicable Employees who are active (*i.e.*, not out on short or long term disability or workers compensation or for any other reason other than normal vacation absences) as of Closing, effective as of but conditioned upon the occurrence of the Closing, on such terms and conditions as Buyer or Buyer Operator may, in

their sole discretion, determine. Those Applicable Employees who accept Buyer's offer of employment made pursuant to this Section 8.5(a) and commence working for Buyer on the Closing Date are referred to herein as "Transferred Employees." Each Applicable Employee who is not an active employee as of the Closing Date (each an "Inactive Employee") shall remain Seller's (or its applicable Subsidiary's) responsibility until such time (if ever) as such Inactive Employee commences employment with Buyer. When an Inactive Employee is able to return to active status in accordance with Seller's leave policies, and *provided* that such return occurs within six (6) months of the Closing Date, or at such later date as required by applicable Legal Requirements, Buyer or Buyer Operator may, but shall not be obligated to, make an offer of employment to such individual in accordance with such Legal Requirements and this Section 8.5(a), and, *provided* that such individual accepts Buyer's or Buyer Operator's offer of employment, such individual will be considered a Transferred Employee as of the effective date of such individual employment with Buyer or Buyer Operator.

(b) Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of Seller, including hourly pay, commission, bonus, salary, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller or any Affiliate of Seller at any time. Seller shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health, accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of Seller or the spouses, dependents or beneficiaries thereof under the Benefit Plans. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of Seller that relate to events occurring during service with Seller or any Affiliates of Seller. Seller shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

(c) Buyer is not assuming, and shall not have any responsibility whatsoever for the continuation of, or any liabilities or obligations under or in connection with, any Benefit Plan. Buyer is not and shall not be deemed to be a successor employer to Seller in respect of any Benefit Plan, and no plan adopted or maintained by Buyer after the Closing Date is or shall be deemed to be a "successor plan" as such term is defined in Section 4021(a) of ERISA, of any Benefit Plan.

(d) Seller acknowledges and agrees that Seller shall be solely liable, and that Buyer shall have no obligation or liability, for providing continuation coverage under and complying with Section 4980B of the Code, Sections 601 through 608 of ERISA, and any state health care continuation coverage laws with respect to any individual who either prior to, on or after the Closing Date was covered under any group health plan contributed to or maintained by Seller or its ERISA Affiliate, or who will otherwise be an "M&A Qualified Beneficiary" (as such phrase is defined in Section 54.4980B-9, Q&A 4 of the Treasury Regulations) in connection with the transaction contemplated by this Agreement. Seller agrees to provide continuing health benefit coverage as described in Section 4980B of the Code and Sections 601 through 608 of ERISA ("COBRA Coverage") to all employees who are M&A Qualified Beneficiaries with respect to the transactions contemplated in this Agreement ("COBRA Beneficiaries"). Specifically, Seller agrees that all obligations to provide COBRA Coverage to COBRA

Beneficiaries are being allocated to and shall remain with Seller, as permitted by Q&A 7 of the Treasury Regulation Section 54.4980B-9.

8.6 Post-Closing Books and Records and Personnel.

For five (5) years after the Closing Date, (a) Buyer shall not dispose of or destroy any of the Records received by Buyer as Assets and (b) Buyer shall allow Seller (including, for clarity, any trust established under a chapter 11 plan of Seller or any other successors of Seller) and any of its directors, officers, employees, counsel, representatives, accountants and auditors reasonable access during normal business hours, at Seller's or accessing party's sole expense and upon reasonable advance notice, to any Records included in the Assets for purposes relating to the Bankruptcy Case, the wind-down of the operations of Seller, the functions of any such trusts or successors, or other reasonable business purposes, and Seller (including any such trust or successors) and such directors, officers, employees, counsel, representatives, accountants and auditors shall have the right to make copies of any such Records. Until the closing of the Bankruptcy Case or the liquidation and winding up of Seller's estate, Seller shall preserve and keep the Records and, at Buyer's sole expense, shall make such Records and Seller's personnel available to Buyer as may be reasonably required by Buyer in connection with, among other things, any insurance claims by, Proceedings, Actions or Tax audits against, or governmental investigations of, Buyer or any of its Affiliates or in order to enable Buyer to comply with its obligations under this Agreement and each other Transaction Document. In the event any Party desires to destroy any such Records during which they must be maintained pursuant to this Section 8.6, such Party shall first give ninety (90) days prior written notice to the other Party and such other Party shall have the right at their option and expense, upon prior written notice given within such ninety (90) day period to the Party desiring to destroy such Records or records, to take possession of the Records within one hundred and eighty (180) days after the date of such notice, or such shorter period as the liquidation and winding up of Seller's estate shall permit.

8.7 No Other Representations or Warranties; Disclaimers; NORM.

(a) **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE TRANSACTION DOCUMENTS, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER BY ANY RESPECTIVE AFFILIATE OR REPRESENTATIVE OF SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLER'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF SELLER). SELLER FURTHER MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY FILES, RECORDS OR DATA HERETOFORE OR HEREAFTER FURNISHED IN CONNECTION WITH THE ASSETS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE ASSETS, OR THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH FILES, RECORDS AND DATA FURNISHED BY SELLER IS PROVIDED AS A CONVENIENCE, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT BUYER'S SOLE RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT**

AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE TRANSACTION DOCUMENTS, SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) FREEDOM FROM HIDDEN OR REDHIBITORY DEFECTS OR VICES, (D) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (E) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER (INCLUDING WITHOUT LIMITATION, IN RESPECT OF ANY SEISMIC DATA, THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (F) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.

(b) WAIVER OF CONSUMER AND OTHER RIGHTS: BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SPECIFICALLY INCLUDING SECTION 17.41 ET SEQ., VERNON'S TEXAS CODE ANNOTATED, BUSINESS AND COMMERCE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS, OR ANY SIMILAR STATE OR FEDERAL LAW. AFTER AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER ACKNOWLEDGES THAT THE DISCLAIMERS AND WAIVERS GIVEN IN AND UNDER THIS AGREEMENT SHALL BE CONSIDERED MATERIAL AND INTEGRAL PARTS OF THIS AGREEMENT, WITH CONSIDERATION GIVEN THEREFOR, AND ACKNOWLEDGES THAT ALL DISCLAIMERS AND WAIVERS ARE "CONSPICUOUS" AND, HAVE BEEN BROUGHT TO THE ATTENTION OF BUYER, AND THAT BUYER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL DISCLAIMERS AND WAIVERS.

(c) Buyer acknowledges and affirms that it has made its own independent investigation, analysis, and evaluation of the transactions contemplated hereby and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the terms and conditions of this Agreement. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates or Subsidiaries, alleging facts contrary to the foregoing acknowledgment and affirmation.

(d) BUYER ACKNOWLEDGES THAT THE ASSETS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT AND PRODUCTION OF OIL, GAS AND WATER AND THAT THERE MAY BE PETROLEUM, PRODUCED WATER, WASTES OR OTHER HAZARDOUS SUBSTANCES LOCATED ON, UNDER OR ASSOCIATED WITH THE ASSETS. EQUIPMENT AND SITES INCLUDED IN THE ASSETS MAY CONTAIN NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS; THE WELLS, MATERIALS AND EQUIPMENT LOCATED ON OR INCLUDED IN THE ASSETS MAY CONTAIN NORM AND OTHER

WASTES OR HAZARDOUS SUBSTANCES; AND NORM CONTAINING MATERIAL AND OTHER WASTES OR HAZARDOUS SUBSTANCES MAY HAVE BEEN BURIED, COME IN CONTACT WITH THE SOIL OR OTHERWISE BEEN DISPOSED OF ON OR AROUND THE ASSETS. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE REMEDIATION, REMOVAL, TRANSPORTATION OR DISPOSAL OF WASTES, ASBESTOS, HAZARDOUS SUBSTANCES, INCLUDING HYDROGEN SULFIDE GAS AND NORM FROM THE ASSETS. FROM AND AFTER THE CLOSING, BUYER SHALL ASSUME RESPONSIBILITY FOR THE CONTROL, STORAGE, HANDLING, TRANSPORTING AND DISPOSING OF OR DISCHARGE OF ALL MATERIALS, SUBSTANCES AND WASTES FROM THE ASSETS (INCLUDING PRODUCED WATER, HYDROGEN SULFIDE GAS, DRILLING FLUIDS, NORM AND OTHER WASTES), PRESENT ON THE CLOSING DATE, IN A SAFE AND PRUDENT MANNER AND IN ACCORDANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS.

8.8 Casualty.

(a) If, after the Execution Date and prior to the Closing, a material part of the Assets suffers a Casualty Loss or if a material part of the Assets is taken in condemnation or under the right of eminent domain or if Proceedings for such purposes are pending or threatened, Seller shall promptly give Buyer written notice of such occurrence, including reasonable particulars with respect thereto, and this Agreement shall remain in full force and effect notwithstanding any such Casualty Loss.

(b) For Casualty Losses up to \$250,000 in the aggregate occurring after the Execution Date and prior to the Closing Date, Seller shall have no obligation to repair or restore or bear any costs associated with such Casualty Losses. For the portion of any aggregate Casualty Losses exceeding such amount (such portion exceeding \$250,000, "Excess Casualty Losses"), Seller may elect by written notice to Buyer prior to Closing to cause the Assets affected by such Excess Casualty Loss to be repaired or restored, if such repair or restoration is reasonably feasible, prior to Closing to at least its condition prior to the applicable Excess Casualty Loss, at Seller's sole cost (without an adjustment to the Purchase Price), in which event Seller shall retain all claims against Third Parties with respect to the Excess Casualty Loss. If Seller elects to cure such Excess Casualty Loss, Seller may replace any personal property that is the subject of an Excess Casualty Loss with equipment of similar grade and utility, or replace any personal property with personal property of similar nature and kind as would a prudent operator. If Seller elects to cure the Excess Casualty Loss and does in fact cure the Excess Casualty Loss, there shall be no adjustment to the Purchase Price. In the event that Seller does not make such election or is not able to cure such Excess Casualty Loss prior to Closing, the Purchase Price shall be reduced by the amount of the uncured Excess Casualty Losses, such amount not to exceed the Allocated Value of the Assets affected by such Excess Casualty Losses.

(c) Seller shall have no liability or responsibility to Buyer with respect to a Casualty Loss other than as provided in this Section 8.8, **EVEN IF SUCH CASUALTY LOSS SHALL HAVE RESULTED FROM OR SHALL HAVE ARISEN OUT OF THE SOLE OR CONCURRENT NEGLIGENCE, FAULT, VIOLATION OF A LEGAL REQUIREMENT, OR WILLFUL MISCONDUCT OF SELLER OR ANY MEMBER OF SELLER GROUP.**

8.9 Successor Operator.

Seller shall use its commercially reasonable efforts to support Buyer's efforts to have Buyer Operator appointed as the successor operator of those Properties that Seller currently operates. Notwithstanding the foregoing, Seller makes no representations or warranties to Buyer as to the transferability of operatorship of any Properties which Seller currently operates. Rights and obligations associated with operatorship of the Properties are governed by operating agreements or similar agreements and will be determined in accordance with the terms of such agreements.

8.10 Preferential Purchase Rights.

(a) Unless notice has been previously provided by Seller that is sufficient, in all respects, with the Bankruptcy Code requirements and the terms and conditions of the Preferential Purchase Right at issue, Seller shall, within three (3) Business Days after the Bidding Procedures Order is entered by the Bankruptcy Court, deliver to each holder of a Preferential Purchase Right a notice reasonably satisfactory to Buyer (i) containing a copy of the Bidding Procedures Order, the motion seeking entry of the Bidding Procedures Order, this Agreement, the proposed Sale Order and the sale notice, and (ii) informing such holder that it must submit a notice to the Seller by the Bid Deadline of such holder's intent to exercise or not exercise its Preferential Purchase Right at the Auction.

(b) All Assets that are subject to Preferential Purchase Rights that have been waived or discharged shall be transferred or assigned to Buyer at the Closing Free and Clear (excluding Permitted Encumbrances and Assumed Liabilities). In the event any holder of an enforceable Preferential Purchase Right timely exercises its Preferential Purchase Right and, as a result, the affected Assets cannot be transferred or assigned to Buyer at Closing, the Base Purchase Price shall be reduced by the Allocated Value of the Assets not transferred or assigned to Buyer.

8.11 Accounting Adjustments for Revenues and Expenses.

(a) The Base Purchase Price shall be increased by the following (without duplication): (i) an amount equal to the value of all merchantable allowable oil or other liquid Hydrocarbons in storage owned by Seller or any Transferring Subsidiary above a custody transfer point on the Effective Date that is credited to the Assets, such value to be based upon the price paid to Seller or any Transferring Subsidiary in connection with the sale of such Hydrocarbons (or if there is no sales of such Hydrocarbons, the value to be based upon the contract price for those Hydrocarbons in effect as of the Effective Time), less Taxes, royalties and other burdens applicable thereto and gravity adjustments deducted by the purchaser of such oil or other liquid Hydrocarbons; (ii) the aggregate amount of all Operating Expenses paid in connection with the ownership, operation and maintenance of the Properties (including rentals, overhead, royalties, Lease option and extension payments and other charges and expenses billed under applicable operating agreements or governmental statute(s)) which are paid by or on behalf of Seller or any Transferring Subsidiary, are not subject to reimbursement to Seller or any Transferring Subsidiary pursuant to a joint interest billing and are attributable to the period on or after the Effective Date (including any pre-paid charges); (iii) for the Known Receivables, as calculated pursuant to Section 8.11(d); (iv) all cash call pre-payment amounts set forth

on Schedule 8.11(a)(iv) associated with the Assets as of the Effective Date; (v) an amount equal to \$144,000.00 per month (or prorated portion thereof) for the period from the Effective Date to the Closing Date, representing overhead charges of Seller with respect to Seller's interest in operated Properties; provided, that, in the event that any Preferential Purchase Right is exercised, such amount shall be reduced by \$450.00 for each Well operated by Seller that is excluded from the Assets on account thereof; (vi) any adjustment with respect to Asset Taxes pursuant to Section 8.1(c); and (vii) any other amount agreed upon in writing by Buyer and Seller;

(b) The Base Purchase Price shall be decreased by the following (without duplication): (i) the amount of (x) any proceeds received by Seller or any Transferring Subsidiary from the sale of Hydrocarbons, produced from and after the Effective Date, from the Properties (net of royalties and other burdens on Buyer's share of the proceeds from the production of Hydrocarbons not otherwise accounted for hereunder) actually received by Seller or any Transferring Subsidiary and (y) all other proceeds received by Seller or any Transferring Subsidiary that are attributable to the Assets from and after the Effective Date; (ii) the amount of the Suspense Funds (without taking into account debit amounts); (iii) the aggregate amount of all Operating Expenses paid (if any) in connection with the ownership, operation and maintenance of the Properties (including rentals, overhead, royalties, Lease option and extension payments and other charges and expenses billed under applicable operating agreements or governmental statute(s)) which are paid by or on behalf of Buyer, are not subject to reimbursement to Buyer pursuant to a joint interest billing and are attributable to the period prior to the Effective Date; (iv) any adjustment with respect to Asset Taxes pursuant to Section 8.1(c); and (v) any other amount agreed upon in writing by Buyer and Seller; and

(c) The Base Purchase Price will be adjusted upward or downward, as applicable, by (i) the net Mcf and barrel of oil amount of the aggregate Imbalances attributable to Seller's and the Transferring Subsidiaries' Net Revenue Interest in the Wells as of the Effective Date multiplied by \$2.50 per Mcf of gas (upward for underage and downward for overage); and (ii) the MMBtu amount of any pipeline Imbalances or unsatisfied throughput obligations attributable to Seller or any Transferring Subsidiary or the Assets for Seller's or any Transferring Subsidiary's ownership prior to the Effective Date multiplied by the actual settlement price per MMBtu (upward for over deliveries and downward for under deliveries).

(d) The upward adjustment to the Base Purchase Price for Known Receivables under Section 8.11(a)(iii) shall be calculated as follows: (i) 100% of the value of all Known Receivables that became due and payable nine (9) months or fewer prior to the first day of the month in which Closing occurs; *plus* (ii) 75% of the value of all Known Receivables that became due and payable between nine (9) months and twelve (12) months prior to the first day of the month in which Closing occurs; *plus* (iii) 50% of the value of all Known Receivables that became due and payable between twelve (12) months and eighteen (18) months prior to the first day of the month in which Closing occurs; *plus* (iv) 25% of the value of all Known Receivables that became due and payable between eighteen (18) months and twenty-four (24) months prior to the first day of the month in which Closing occurs.

8.12 Initial Adjustment at Closing.

At least five (5) Business Days before the Closing Date, Seller shall provide to Buyer a statement showing its computations, calculated in good faith, of the amount of the adjustments provided for in Section 3.1 above, together with appropriate reasonable supporting documentation. Buyer and Seller shall attempt to agree upon such adjustments prior to Closing; *provided* that if agreement is not reached, Seller's computation shall be used at Closing, subject to further adjustment under Section 8.13 below. If the amount of adjustments so determined which would result in a credit to Buyer exceeding the amount of adjustments so determined which would result in a credit to Seller, Buyer shall receive a Base Purchase Price reduction at Closing for the amount of such excess, and if the converse is true, then the amount to be paid by Buyer to Seller at Closing shall be increased by the amount of such excess.

8.13 Adjustment Post Closing.

On or before one hundred twenty (120) days after Closing, Buyer and Seller shall review any information which may then be available pertaining to the adjustments provided for in Section 3.1, shall determine if any additional adjustments should be made beyond those made at Closing (whether the same be made to account for expenses or revenues not considered in making the adjustments made at Closing, or to correct errors made in the adjustments made at Closing), and shall make any such adjustments by appropriate payments from Seller to Buyer or from Buyer to Seller. During such one hundred twenty (120) day period, a Party shall provide such documentation to the other Party as such other Party may request to support adjustments to the Purchase Price. If the Parties fail to agree on final adjustments within such one hundred twenty (120) day period, either Party may, within thirty (30) days after the end of such period, submit the disputed items to a nationally-recognized, United States-based independent public accounting firm on which the Parties mutually agree in writing (the "Accounting Referee"); *provided, however*, that the Accounting Referee shall not have performed any material work for any Party or their respective Affiliates within three (3) years of the date hereof. If the Parties are unable to agree upon the designation of a Person or entity as Accounting Referee, then Seller or Buyer, or either of them, may in writing request the Bankruptcy Court to appoint an Accounting Referee; *provided* that such Person or entity so appointed shall be a national or regional accounting firm with no prior material relationships with Seller or Buyer or their respective Affiliates and shall have experience in auditing companies engaged in oil and gas exploration and development activities. Any unresolved matters described in this Section 8.13 that are not submitted to the Accounting Referee within such thirty (30) day period shall be deemed waived by the Parties, which waiver shall be final and binding on the Parties and the subject matter thereof shall not be subject to further review or audit. The Parties shall direct the Accounting Referee to resolve the disputes within thirty (30) days after submission of the matters in dispute. The Accounting Referee shall act as an expert for the limited purpose of determining the specific disputed matters submitted by either Party and may not award damages or penalties to either Party with respect to any matter. Seller and Buyer shall share equally the Accounting Referee's costs, fees and expenses (including attorneys' fees). The final settlement statement, whether as agreed between the Parties or as determined by a decision of the Accounting Referee (the "Final Settlement Statement"), shall be binding on, and non-appealable by, the Parties and not subject to further review or audit. Payment by Buyer or Seller, as applicable, for any outstanding amounts on the Final Settlement Statement shall be made within five (5) Business Days after the

date on which all disputes in respect of the Final Settlement Statement are finally resolved (whether by agreement of the Parties or pursuant to the Accounting Referee's decision). During the period between Closing and the point in time when the Final Settlement Statement has been agreed to by the Parties, or determined by a decision of the Accounting Referee, each Party shall, on a monthly basis, (i) pay over to the other Party any revenue received by it (net of related expenses) with respect to the Assets which is owed to the other Party as set forth in Section 8.11 above, and (ii) deliver any cash, checks with appropriate endorsements (using their best efforts not to convert such checks into cash) or other property that it may receive on or after the Closing which properly belongs to the other Party, and such payments and deliveries shall be considered in determining the Final Settlement Statement. Notwithstanding the foregoing, as of the date that the Final Settlement Statement is agreed to by the Parties, or determined by a decision of the Accounting Referee, the Final Settlement Statement shall be final and binding on the Parties and not subject to further review or audit, and neither Party shall have any further rights or obligations regarding payment of money or delivery of property pursuant to the preceding sentence. Any amounts which may become payable from Seller to Buyer pursuant to this Section 8.13 or otherwise under this Agreement shall constitute a super priority administrative expense of Seller under Section 364(c)(1) of the Bankruptcy Code with priority over any and all administrative expenses of the kind specified in Sections 503(b) or 507(b) of the Bankruptcy Code.

ARTICLE 9

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

9.1 Accuracy of Representations.

The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties which are qualified as to materiality or similar expressions shall be true and correct in all respects) on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (*provided* that representations and warranties which are confined to a specified date shall speak only as of such date); *provided, however*, that in the event of a breach of or inaccuracy in the representations and warranties of Seller set forth in this Agreement, the condition set forth in this Section 9.1 shall be deemed satisfied unless the effect of all such breaches of or inaccuracies in such representations and warranties taken together results in a Material Adverse Effect. Unless otherwise waived by Buyer, Buyer shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof. If Buyer determines that there has been a breach or inaccuracy of any of Seller's representations and warranties, it shall provide Seller with notice of such breach or inaccuracy as promptly as reasonably practicable after the determination thereof, but in no event later than five (5) Business Days before the Closing Date if determined as of such time, so that Seller may attempt to cure such breach or inaccuracy on or before the Closing Date.

9.2 Seller's Performance.

Each covenant and agreement that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects (except that those covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions shall have been duly performed and complied with in all respects), and Buyer shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof.

9.3 No Order.

No Governmental Authority shall have enacted, issued, promulgated or entered any Order or other Legal Requirement which is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transaction contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

9.4 Seller's Deliveries.

Each of the deliveries required to be made to Buyer pursuant to Section 4.4 shall have been so delivered.

9.5 Sale Order.

The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be a Final Order and in full force and effect and shall not be subject to a stay pending appeal. For the avoidance of doubt, Buyer is relying on the terms of the Sale Order, including the protections of Bankruptcy Code Sections 363(b), 363(f), 363(m), 365(a), 365(b), and 365(f), and does not intend to consummate the transactions contemplated by this Agreement unless the Sale Order has been entered and has become a Final Order.

ARTICLE 10

CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLER TO CLOSE

Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

10.1 Accuracy of Representations.

The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties which are qualified as to materiality or similar expressions shall be true and correct in all respects) as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (*provided* that representations and warranties which are confined to a specified date shall speak only as of such date), and Seller shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.2 Sale Order in Effect.

The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be in full force and effect and shall not be subject to a stay pending appeal.

10.3 Buyer's Performance.

The covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects (except that those covenants and agreements that are qualified as to materiality or similar expressions shall have been duly performed and complied with in all respects), and Seller shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.4 No Order.

No Governmental Authority shall have enacted, issued, promulgated or entered any Order or other Legal Requirement which is in effect and which has the effect of making illegal or otherwise prohibiting the consummation of the transaction contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

10.5 Buyer's Deliveries.

Each of the deliveries required to be made to Seller pursuant to Section 4.3 shall have been so delivered.

ARTICLE 11

TERMINATION

11.1 Termination Events.

Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time prior to the Closing:

(a) by either Seller or Buyer:

(i) if a Governmental Authority issues a final, non-appealable ruling or Order prohibiting the transactions contemplated hereby where such ruling or Order was not requested, encouraged or supported by Seller or Buyer;

(ii) by mutual written consent of Seller and Buyer;

(iii) if the Closing has not occurred by the close of business on November 14, 2016 (the "Outside Date"); *provided, however*, that (1) Buyer shall be permitted to terminate this Agreement pursuant to this Section 11.1(a)(iii) only if Buyer is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein, and (2) Seller shall be permitted to terminate this Agreement pursuant to this Section 11.1(a)(iii) only if Seller is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein;

(iv) if Seller withdraws or seeks authority to withdraw the Sale Motion, or announces any stand-alone plan of reorganization or liquidation (or supports any such plan filed by any other party);

(v) if the Bankruptcy Court enters an Order dismissing, or converting into cases under chapter 7 of the Bankruptcy Code, any of the cases commenced by Seller under chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Case; *provided, however*, that Seller shall be permitted to terminate this Agreement pursuant to this Section 11.1(a)(v) only if such Order was not requested, encouraged or supported by Seller; or

(vi) if Seller enters into (or provides written notice to Buyer of its intent to enter into) one or more agreements to sell, transfer or otherwise dispose of any material portion of the Assets in a transaction or series of transactions other than in the ordinary course of business with one or more Persons other than Buyer or the Successful Bidder at the Auction;

(b) by Buyer:

(i) in the event of any breach by Seller of any of Seller's agreements, covenants, representations or warranties contained herein (*provided* such breach would result in the failure of a condition set forth in Section 9.1 or Section 9.2 to be satisfied) or (if such breach is material) in the Bidding Procedures Order or Sale Order, and the failure of Seller to cure such breach within ten (10) days after receipt of the Buyer Termination Notice; *provided, however*, that (A) Buyer is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein or in the Bidding Procedures Order or the Sale Order, (B) Buyer notifies Seller in writing (the "Buyer Termination Notice") of its intention to exercise its rights under this Section 11.1(b)(i) as a result of the breach, and (C) Buyer specifies in the Buyer Termination Notice the representation, warranty, covenant or agreement contained herein or in the Bidding Procedures Order or Sale Order of which Seller is allegedly in breach and a description of the specific factual circumstances to support the allegation;

(ii) if Buyer is not the Successful Bidder or the Backup Bidder at the Auction; *provided* that Buyer shall not be permitted to terminate this Agreement pursuant to this Section 11.1(b)(ii) until after the twenty-fifth (25th) day following entry by the Bankruptcy Court of an Order authorizing and approving a competing transaction with the Successful Bidder at the Auction (and, notwithstanding Buyer's not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Buyer terminates this Agreement pursuant to this Section 11.1(b)(ii), the obligations of Buyer to consummate the transactions contemplated by this Agreement shall remain unaffected by Buyer's right to terminate this Agreement pursuant to this Section 11.1(b)(ii));

(iii) if Seller fails to file the Bidding Procedures Motion with the Bankruptcy Court on or before the second (2nd) Business Day after the Execution Date; or

(iv) if an Order approving the Bidding Procedures, the Break-up Fee, the Expense Reimbursement and Buyer as “stalking horse purchaser” of the Assets is not approved by the Bankruptcy Court on or before the thirtieth (30th) day after the Execution Date.

(c) by Seller:

(i) in the event of any breach by Buyer of any of Buyer’s agreements, covenants, representations or warranties contained herein (*provided* such breach would result in the failure of a condition set forth in Section 10.1 or Section 10.3 to be satisfied) or (if such breach is material) in the Bidding Procedures Order or Sale Order, and the failure of Buyer to cure such breach within ten (10) days after receipt of the Seller Termination Notice; *provided, however*, that Seller (A) is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein or in the Bidding Procedures Order or the Sale Order, (B) notifies Buyer in writing (the “Seller Termination Notice”) of its intention to exercise its rights under this Section 11.1(c)(i) as a result of the breach, and (C) specifies in the Seller Termination Notice the representation, warranty, covenant or agreement contained herein or in the Bidding Procedures Order or Sale Order of which Buyer is allegedly in breach and a description of the specific factual circumstances to support the allegation;

(ii) if Buyer is not the Successful Bidder or the Backup Bidder at the Auction; or

(iii) if the Deposit is not timely paid by Buyer in accordance with Section 3.2.

11.2 Effect of Termination.

In the event of termination of this Agreement by Buyer or Seller pursuant to this Article 11, all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party; *provided, however*, that nothing herein shall relieve any Party from liability for breach of this Agreement prior to such termination. The provisions of this Section 11.2 and Section 3.2 (and, to the extent applicable to the interpretation or enforcement of such provisions, Article 1 and Article 13), shall expressly survive the termination of this Agreement.

11.3 Break-Up Fee and Expense Reimbursement.

(a) In the event that this Agreement is terminated pursuant to subsection (a)(iii), (a)(iv), (a)(vi), (b)(i), (b)(ii) or (c)(ii) of Section 11.1, Buyer shall be entitled to payment by Seller of (i) a termination fee equal to \$4,587,285.50 (the “Break-Up Fee”) and (ii) an amount equal to the lesser of (A) \$2,500,000.00 and (B) Buyer's actual out-of-pocket fees and expenses incurred in connection with this Agreement and other agreements, pleadings, documents, hearings, discovery, and transactions related hereto (including losses in connection with unwinding hedging transactions and expenses incurred in connection with entering into hedging transactions) (the “Expense Reimbursement”).

(b) Seller's obligation to pay the Break-Up Fee and the Expense Reimbursement shall survive termination of this Agreement. Seller shall pay the Break-up Fee

to Buyer upon the consummation of an Alternative Transaction. Seller shall pay the Expense Reimbursement to Buyer within ten (10) days after the termination of this Agreement.

(c) Buyer's right to payment of the Break-Up Fee and Expense Reimbursement shall constitute an administrative expense in the Bankruptcy Case pursuant to Section 503(b) or 507(a)(2) of the Bankruptcy Code with priority over any and all administrative expenses of a kind specified in sections 503(b) and 507(a) of the Bankruptcy Code and senior to all other super priority administrative expenses in the Bankruptcy Case.

(d) Each Party acknowledges that the agreements contained in this Section 11.3 are an integral part of this Agreement and that, without these agreements, the other Party would not enter into this Agreement.

(e) Buyer represents to Seller that this Section 11.3 is a condition precedent to Buyer's execution of this Agreement and is necessary to ensure that Buyer will continue to pursue the proposed acquisition of the Assets, and Seller acknowledges that the Break-Up Fee and Expense Reimbursement, if payable hereunder, (i) constitute actual and necessary costs and expenses of preserving Seller's estates, within the meaning of Section 503(b) of the Bankruptcy Code, (ii) are of substantial benefit to Seller's estates by, among other things, establishing a bid standard or minimum for other bidders and placing estate property in a sales configuration mode attracting other bidders to a potential auction, (iii) are reasonable and appropriate, including in light of the size and nature of the sale of the Assets by Seller to Buyer contemplated hereby and the efforts that have been or will be expended by Buyer, notwithstanding that such sale is subject to higher and better offers, and (iv) was negotiated by the Parties at arm's-length and in good faith.

ARTICLE 12

SURVIVAL AND INDEMNIFICATION

12.1 No Survival of Seller's Representations and Warranties.

The representations and warranties of Seller contained in Article 5 of this Agreement and in any certificate or other Transaction Document delivered by Seller pursuant to this Agreement shall terminate upon and not survive the Closing and there shall be no liability thereafter in respect thereof. Each of Seller's covenants and other agreements contained in this Agreement shall terminate upon the Closing, except the covenants and agreements of Seller in Sections 2.4, 2.5, 2.6, 2.7, 4.5, 7.3(a) and (b), 7.5(c) and (d), 8.1, 8.2, 8.5, 8.6, and 8.13 and Article 13 (each a "Post-Closing Covenant"), which shall survive the Closing until the earlier of (a) performance of such Post-Closing Covenant in accordance with this Agreement or, (b)(i) if time for performance of such Post-Closing Covenant is specified in this Agreement, sixty (60) days following the expiration of the time period for such performance or (ii) if time for performance of such Post-Closing Covenant is not specified in this Agreement, the expiration of the applicable statute of limitations with respect to any claim for any failure to perform such Post-Closing Covenant; *provided* that if a written notice of any claim with respect to any Post-Closing Covenant is given prior to the expiration thereof then such Post-Closing Covenant shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

12.2 Survival of Buyer's Representations and Warranties.

The representations and warranties of Buyer contained in Article 6 of this Agreement shall survive the Closing through and including the date that is twelve (12) months after the Closing Date (the "Expiration Date"); *provided, however*, that any obligations to indemnify and hold harmless shall not terminate with respect to any Liabilities as to which a Seller Indemnified Party shall have given notice to Buyer in accordance with Section 12.4(a) on or before the Expiration Date.

12.3 Indemnification by Buyer.

(a) Subject to Section 12.2, Buyer hereby agrees to indemnify and hold Seller and each member of the Seller Group (collectively, the "Seller Indemnified Parties") harmless from and against:

(i) any and all Liabilities based upon, attributable to or resulting from the breach of any representation or warranty of Buyer set forth in Article 6 hereof, or any representation or warranty contained in any certificate delivered by or on behalf of Buyer pursuant to this Agreement;

(ii) any and all Liabilities based upon, attributable to or resulting from the breach of any covenant or other agreement on the part of Buyer under this Agreement; and

(iii) all Assumed Liabilities.

(b) Notwithstanding anything contained herein to the contrary, any Seller Indemnified Party making an Indemnification Claim under Section 12.3 must give notice to the indemnifying Party of any such Indemnification Claim in writing on or prior to the Expiration Date.

12.4 Indemnification Procedures.

(a) In the event that any Actions shall be instituted or that any claim or demand shall be asserted by any Seller Indemnified Party in respect of which payment may be sought under Section 12.3 (an "Indemnification Claim"), the Seller Indemnified Party shall reasonably and promptly cause written notice of the assertion of any Indemnification Claim of which it has knowledge which is covered by this indemnity to be forwarded to the indemnifying Party; *provided* that a Seller Indemnified Party need not wait until an Action has been instituted or demand has been asserted before delivering written notice of an Indemnification Claim to the indemnifying Party. The indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice, which must be reasonably satisfactory to the Seller Indemnified Party, and to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Liabilities indemnified against hereunder. If the indemnifying Party elects to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Liabilities indemnified against hereunder, it shall within thirty (30) days (or sooner, if the nature of the Indemnification Claim so requires) notify the Seller Indemnified Party of its intent to do so. If the indemnifying Party elects not to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any

Liabilities indemnified against hereunder, the Seller Indemnified Party may defend against, negotiate, settle or otherwise deal with such Indemnification Claim. If the indemnifying Party shall assume the defense of any Indemnification Claim, the Seller Indemnified Party may participate, at his or its own expense, in the defense of such Indemnification Claim; *provided, however,* that such Seller Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the indemnifying Party if so requested by the indemnifying Party to participate; and *provided, further,* that the indemnifying Party shall not be required to pay for more than one such counsel for all Seller Indemnified Parties in connection with any Indemnification Claim. The Parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Indemnification Claim. Notwithstanding anything in this Section 12.4 to the contrary, neither the indemnifying Party nor any Seller Indemnified Party shall, without the written consent of the other, settle or compromise any Indemnification Claim or permit a default or consent to entry of any judgment unless the claimant and such party provide to such other party an unqualified release from all liability in respect of the Indemnification Claim. If the indemnifying Party makes any payment on any Indemnification Claim, the indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Seller Indemnified Party to any insurance benefits or other claims of the Seller Indemnified Party with respect to such Indemnification Claim.

(b) After any final decision, judgment or award shall have been rendered by a Governmental Authority of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Seller Indemnified Party and the indemnifying Party shall have arrived at a mutually binding agreement with respect to an Indemnification Claim hereunder, the Seller Indemnified Party shall forward to the indemnifying Party notice of any sums due and owing by the indemnifying Party pursuant to this Agreement with respect to such matter.

12.5 Calculation of Liabilities.

The amount of any Liabilities for which indemnification is provided under this Article 12 shall be net of any amounts actually recovered by the Seller Indemnified Party under insurance policies with respect to such Liabilities (net of any Tax or expenses incurred in connection with such recovery).

12.6 Tax Treatments of Indemnity Payments.

The Parties agree to treat any indemnity payment made pursuant to this Article 12 as an adjustment to the Base Purchase Price for federal, state, local and foreign income tax purposes. Any indemnity payment under this Article 12 shall be treated as an adjustment to the value of the Asset upon which the underlying Indemnification Claim was based, unless a final determination (which shall include the execution of a Form 870-AD or successor form) with respect to the Seller Indemnified Party causes any such payment not to be treated as an adjustment to the value of the asset for United States federal income tax purposes.

ARTICLE 13

GENERAL PROVISIONS

13.1 Confidentiality.

Notwithstanding anything in the Non-Disclosure Agreement to the contrary, the Parties agree that the non-disclosure agreement entered into by them and their Affiliates, dated February 5, 2016 (the “Non-Disclosure Agreement”), shall continue in full force and effect notwithstanding the execution and delivery by the Parties of this Agreement; *provided, however*, that (a) disclosure of matters that become a matter of public record as a result of the Bankruptcy Case and the filings related thereto shall not constitute a breach of such Non-Disclosure Agreement, and (b) disclosures permitted under this Agreement shall not constitute a breach of such Non-Disclosure Agreement. Effective upon Closing, Buyer’s obligations under the Non-Disclosure Agreement shall terminate (except with respect to the Excluded Assets).

13.2 Public Announcements.

Buyer, on the one hand, and Seller, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement, the transaction contemplated hereby or the activities and operations of the other Party, and shall not issue any such release or make any such statement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). Notwithstanding the foregoing, prior to or after the Closing, if Buyer (including any of its parent entities), on the one hand, or Seller (including any of its parent entities), on the other is required to make any statement, declaration or public announcement regarding this Agreement or the transaction contemplated hereunder pursuant to (a) any Legal Requirement, (b) applicable rules or regulations of any national securities exchange, or (c) the terms of such Party’s (including such Party’s respective parent entities) indentures, loan agreements, credit agreements or other similar debt agreements or financial instruments, then the same may be made without the approval of the other Party.

13.3 Notices.

All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email (with read receipt requested, with the receiving Party being obligated to respond affirmatively to any read receipt requests delivered by the other Party), (c) received by the addressee, if sent by a delivery service (prepaid, receipt requested) or (d) received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and representatives (if applicable) set forth below (or to such other addresses and representatives as a Party may designate by notice to the other Parties):

- (i) If to Seller, then to:

Samson Resources Company
Two West Second Street
Tulsa, Oklahoma 74103-3103

Attn: General Manager - Business Development
Phone: 918-591-1254
E-mail: bd@samson.com

and

Samson Resources Company
Two West Second Street
Tulsa, Oklahoma 74103-3103
Attn: Corporate Secretary
Phone: 918-583-1791
E-mail: legal@samson.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attn: Ross M. Kwasteniet; Brad Weiland; Jason
Gott
Phone: (312) 862-7182
E-mail: brad.weiland@kirkland.com

Kirkland & Ellis LLP
600 Travis Street, Suite 3300
Houston, Texas 77002
Attn: Anthony Speier, P.C.; Cody R. Carper
Phone: (713) 835-3734
E-mail: cody.carper@kirkland.com

(ii) If to Buyer:

Tecolote Holdings, LLC
401 S. Boston Ave, Suite 1500
Tulsa, Oklahoma 74103
Attention: Maurice Storm
Telephone: (918) 513-4180
Email: mstorm@tecollc.com

with a copy (which shall not constitute notice) to:

Thompson & Knight LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Attention: Lawrence A. Hall
Telephone: (214) 969-1635
Email: larry.hall@tklaw.com

13.4 Waiver; Waiver of Damages.

No waiver of any of the provisions of this Agreement or rights hereunder shall operate as a waiver unless it is in writing and signed by the Party against whom enforcement of such waiver is sought. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THIS AGREEMENT (INCLUDING LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER THE SAME MAY BE CAUSED) AND THE PARTIES HEREBY WAIVE ALL CLAIMS FOR ANY SUCH DAMAGES.

13.5 Entire Agreement; Amendment.

This Agreement (including the Schedules, Disclosure Schedules and the Exhibits) and the other Transaction Documents supersede all prior agreements between Buyer, on the one hand, and Seller, on the other hand, with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer, on the one hand, and Seller, on the other hand, with respect to their subject matter. This Agreement may not be amended except by a written agreement executed by all of the Parties.

13.6 Assignment.

This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); *provided, however*, that Buyer may, upon notice to Seller at least five (5) Business Days before the Closing and without limiting Buyer's obligations or liabilities under this Agreement, require that portions or all of the Miscellaneous Corporate Property, Surface Rights and other Assets not included in the Properties be conveyed directly to Buyer Operator at the Closing.

13.7 Severability.

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

13.8 Expenses.

The Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the transactions contemplated hereby.

13.9 Time of the Essence.

Time shall be of the essence with respect to all time periods and notice periods set forth in this Agreement.

13.10 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) **Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Texas applicable hereto.**

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; *provided, however*, that, if the Bankruptcy Case is closed, all Actions and Proceedings arising out of or relating to this Agreement shall be heard and determined in a Texas state court or a federal court sitting in the state of Texas, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail (in accordance with Section 13.3) or any other manner permitted by law.

(c) **THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.**

13.11 Counterparts.

This Agreement and any amendment hereto may be executed in two (2) or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Notwithstanding anything to the contrary in Section 13.3, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier or email attachment

shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

13.12 Parties in Interest; No Third Party Beneficiaries.

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

13.13 No Recourse.

Notwithstanding anything that may be expressed or implied in this Agreement or any Transaction Document, and notwithstanding the fact that any Party may be a partnership or limited liability company, each Party, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Parties shall have any obligation hereunder and that it has no rights of recovery hereunder against, and no recourse hereunder or under any Transaction Documents or in respect of any oral representations made or alleged to be made in connection herewith or therewith shall be had against, any former, current or future Affiliate, incorporator, controlling Person, fiduciary, Representative, co-owner or equity holder of any Party (or any of their successors or permitted assignees) (each, a "Party Affiliate"), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such Person against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Legal Requirement, or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable Person under this Agreement or the transaction contemplated hereby, under any documents or instruments delivered contemporaneously herewith, in respect of any oral representations made or alleged to be made in connection herewith or therewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation.

13.14 Disclosure Schedules; Materiality.

The inclusion of any matter in any Disclosure Schedule shall be deemed to be an inclusion for all purposes of this Agreement, in all other Disclosure Schedules to the extent that such disclosure is sufficient to identify the matter to which such disclosure is responsive, but inclusion therein shall not be deemed to constitute an admission, or otherwise imply, that any such matter is material or creates a measure for materiality for purposes of this Agreement. The disclosure of any particular fact or item in any Disclosure Schedule shall not be deemed an admission as to whether the fact or item is "material" or would constitute a "Material Adverse Effect."

13.15 Specific Performance.

The Parties agree that irreparable damage would occur if any provision of this Agreement is not performed in accordance with the terms hereof, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by

this Agreement, and that the Parties shall be entitled to an injunction or injunctions without proof of damages or posting a bond or other security to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity. The right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right neither Seller nor Buyer would have entered into this Agreement. If, prior to the Outside Date, any Party brings any action to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (a) for the period during which such action is pending, plus ten (10) Business Days or (b) by such other time period established by the court presiding over such action, as the case may be.

13.16 Liquidating Trustee.

If at any time Seller liquidates or otherwise has a trustee or other representative appointed by the Bankruptcy Court, then such trustee or other representative shall be entitled to exercise the rights of Seller under this Agreement.


13.17 Approval of the Bankruptcy Court.

Notwithstanding anything herein to the contrary, any and all obligations under this Agreement are subject to the entry of the Sale Order.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the day and year first above written.

SAMSON RESOURCES COMPANY

By: 
Name: Sean Woolverton
Title: Executive Vice President & Chief Operating Officer

TECOLOTE HOLDINGS, LLC


By: 
Name: Maurice F. Storm
Title: President and Chief Executive Officer

Exhibit 2

Cure Costs

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	DCP MIDSTREAM, LP	PERCENT OF PROCEEDS (PROCESSING) DATED: 10/01/2008	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	GAS SALES TERM - INDEX DATED: 04/01/2004	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	GAS SALES TERM - INDEX DATED: 09/01/2002	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM, LP	PERCENT OF INDEX (PROCESSING) DATED: 09/01/2000	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ETC FIELD SERVICES LLC	PERCENT OF PROCEEDS (PROCESSING): 3/28/1994	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	GAS LIFT SALES AGREEMENT DATED: 03/01/2015	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	GAS LIFT SALES AGREEMENT DATED: 06/01/2014	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENBRIDGE G&P (OKLAHOMA) L.P.	GAS LIFT SALES AGREEMENT DATED: 06/01/2014	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	GAS LIFT SALES AGREEMENT DATED: 03/01/2014	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	GAS LIFT SALES AGREEMENT DATED: 02/01/2014	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	GAS LIFT SALES AGREEMENT DATED: 05/01/2013	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	GAS LIFT SALES AGREEMENT DATED: 02/01/2012	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	SUPERIOR PIPELINE TEXAS, LLC	GAS GATHERING AGREEMENT: 1/1/2015	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ETC FIELD SERVICES LLC	PERCENT OF PROCEEDS (PROCESSING): 3/1/2010	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	SUPERIOR PIPELINE TEXAS, LLC	GAS GATHERING AGREEMENT: 1/1/2015	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	REGENCY GAS UTILITY LLC	UNEXECUTED GAS GATHERING AGREEMENT DATED: 07/01/2005	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENABLE MIDSTREAM PARTNERS, LP	PIPELINE CONNECTION AGREEMENT DATED: 09/23/2014	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENABLE MIDSTREAM PARTNERS, LP	PIPELINE CONNECTION AGREEMENT DATED: 02/04/2013	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENABLE MIDSTREAM PARTNERS, LP	PIPELINE CONNECTION AGREEMENT DATED: 11/15/2012	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENABLE MIDSTREAM PARTNERS, LP	PIPELINE CONNECTION AGREEMENT DATED: 07/02/2012	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENABLE MIDSTREAM PARTNERS, LP	PIPELINE CONNECTION AGREEMENT DATED: 04/12/2012	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	PERCENT OF LIQUIDS DATED: 05/01/2005	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENBRIDGE G&P (OKLAHOMA) L.P.	GAS PROCESSING AND PURCHASE AGREEMENT DATED: 05/01/2014	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	PERCENT OF LIQUIDS DATED: 07/01/2006	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENBRIDGE PIPELINES (TEXAS GATHERING) L.P.	PERCENT OF LIQUIDS DATED: 03/01/2005	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ETC FIELD SERVICES LLC	GAS GATHERING PROCESSING SALES AGREEMENT: 12/1/2013	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENABLE MIDSTREAM PARTNERS, LP	GAS GATHERING, PROCESSING AND PURCHASE DATED: 06/01/2013	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	ENABLE MIDSTREAM PARTNERS, LP	GAS GATHERING, PROCESSING AND PURCHASE DATED: 04/01/2012	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENBRIDGE G&P (OKLAHOMA) L.P.	PERCENT OF PROCEEDS (PROCESSING) DATED: 12/01/2011	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	REGENCY GAS UTILITY LLC	GAS GATHERING AGREEMENT DATED: 10/15/2010	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	SUPERIOR PIPELINE TEXAS, LLC	PERCENT OF LIQUIDS DATED: 07/01/2007	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	SUPERIOR PIPELINE TEXAS, LLC	PERCENT OF LIQUIDS DATED: 06/07/2007	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENBRIDGE G&P (OKLAHOMA) L.P.	GAS SALES TERM INDEX DATED: 11/01/2015	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 122990000, ROGER MILLS, OKLAHOMA - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: USA OKNM 120946	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 122996000, ROGER MILLS, OKLAHOMA - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: USA OKNM 120947	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 12303000, ROGER MILLS, OKLAHOMA - Original Lessee: EASON OIL COMPANY - Original Lessor: USA OK NM 78014	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 123043001, ROGER MILLS, OKLAHOMA - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: USA OKNM 119813	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 123049000, ROGER MILLS, OKLAHOMA - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: USA OKNM 119812	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 123391000, ROGER MILLS, OKLAHOMA - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: USA OKNM 121514	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 123393001, ROGER MILLS, OKLAHOMA - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: USA OKNM 121513	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 14422000, ROGER MILLS, OKLAHOMA - Original Lessee: DANIEL E. GONZALES - Original Lessor: USA OK NM 78013	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 15139000, ROGER MILLS, OKLAHOMA - Original Lessee: GEORGE B. PEAYS - Original Lessor: USA OK NM A 26096	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 15141000, ROGER MILLS, OKLAHOMA - Original Lessee: HARVEY A. HELLER - Original Lessor: USA OK NM A 016074	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 16460001, ROGER MILLS, OKLAHOMA - Original Lessee: EL PASO NATURAL GAS - Original Lessor: USA OK NM A 27739	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 17012004, BECKHAM, OKLAHOMA - Original Lessee: W. W. BLAIR - Original Lessor: USA OK NM A 6259	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 17396000, ROGER MILLS, OKLAHOMA - Original Lessee: ROGER G. LARSON - Original Lessor: USA OK NM A 26092	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 18461000, BECKHAM, OKLAHOMA - Original Lessee: H. T. BOSWORTH, JR. - Original Lessor: USA OK NM 31432	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 25162000, BECKHAM, OKLAHOMA - Original Lessee: GENE STIPE - Original Lessor: USA OK NM 83463	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 270000, ROGER MILLS, OKLAHOMA - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: USA OK NM A 28562	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 74648000, ROGER MILLS, OKLAHOMA - Original Lessee: SAMSON RESOURCES - Original Lessor: USA OKNM 112973	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	ROW Agreement No. ROW0120000, ROGER MILLS, OKLAHOMA - Original Lessee: HYDROCARBON SERVICE - Original Lessor: US DEPARTMENT OF AGRICULTURE	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Jones Energy, Ltd.	Amendatory Letter Agreement Dated: 03/08/2011 ¹	046601	SHELL FEE 17-#5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY El Paso Natural Gas Company, et al.	Communitization Agreement Dated: 04/09/1979 ¹	001005	ABRAHAM UNIT #1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Jones Energy Drilling Fund, LLCc	Exploration Agreement Dated: 07/01/2009 ¹	041060	ARRINGTON #2-62	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Jones Energy Drilling Fund, LLCc	Exploration Agreement Dated: 07/01/2009 ¹	044222	SHELL FEE #3H-19	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Jones Energy Drilling Fund, LLCc	Exploration Agreement Dated: 07/01/2009 ¹	044759	Arrington #5-62H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Jones Energy Drilling Fund, LLCc	Exploration Agreement Dated: 07/01/2009 ¹	044867	MENDOTA RANCH 38 #1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Jones Energy Drilling Fund, LLCc	Exploration Agreement Dated: 07/01/2009 ¹	045444	FLOWERS 49 #5VH	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Jones Energy Drilling Fund, LLCc	Exploration Agreement Dated: 07/01/2009 ¹	046425	Flowers 49-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Jones Energy Drilling Fund, LLCc	Exploration Agreement Dated: 07/01/2009 ¹	046601	SHELL FEE 17-#5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Jones Energy Drilling Fund, LLCc	Exploration Agreement Dated: 07/01/2009 ¹	047666	Flowers 49-7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	R.T. Alexander Mae Alexander	Extension Agreement Dated: 03/21/1957 ¹	001026	ALEXANDER	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Phillips Petroleum Company Hoover & Bracken Energies, Inc.	Farmout Agreement Dated: 08/31/1977 ¹	001026	ALEXANDER	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Steinberg Associates, Ltd. Samson Resources Company	Farmout Agreement Dated: 01/19/1979 ¹	001005	ABRAHAM UNIT #1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	034671	HOBART RANCH 20 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	035034	HOBART RANCH 50 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	035978	HOBART RANCH 50 #7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036137	HOBART RANCH 50 #8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036138	HOBART RANCH 20 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036139	HOBART RANCH 20 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036226	HOBART RANCH 20 #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036227	HOBART RANCH 20 #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036228	HOBART RANCH 20 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036253	HOBART RANCH 50 #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036538	HOBART RANCH 20 #11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036588	HOBART RANCH 50 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036634	HOBART RANCH 50 #12	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036639	HOBART RANCH 20 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036764	HOBART RANCH 50 #11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036827	HOBART RANCH 50 #21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036828	HOBART RANCH 20 #7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Energy Partners, LLC Samson Lone Star Limited Partnership	Farmout Agreement Dated: 04/02/2003 ¹	036931	HOBART RANCH 20 #22	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	040996	PABLO 32 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	041307	PABLO #1-32	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	041593	MENDOTA RANCH 34 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	041843	MENDOTA RANCH 34 #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	041844	MENDOTA RANCH 34 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	041958	PABLO 32 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	041994	MENDOTA RANCH 34 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	041995	PABLO 32 #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	041996	MENDOTA RANCH 34 #16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	042360	MENDOTA RANCH 34 #8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	042361	MENDOTA RANCH 34 #14	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	042362	MENDOTA RANCH 34 #19	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	042423	PABLO 32 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	042445	MENDOTA RANCH 34 #17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	042447	PABLO 32 #7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Verdugo Investment Company, LLC, et al	Farmout Agreement Dated: 09/02/2006 ¹	042808	PABLO 32 #14	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Unit Petroleum Company	Farmout Agreement Dated: 03/05/2014 ¹	1050468	Blasdel #1804H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	034671	HOBART RANCH 20 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	036138	HOBART RANCH 20 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	036139	HOBART RANCH 20 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	036226	HOBART RANCH 20 #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	036227	HOBART RANCH 20 #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	036228	HOBART RANCH 20 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	036538	HOBART RANCH 20 #11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	036639	HOBART RANCH 20 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	036828	HOBART RANCH 20 #7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	036931	HOBART RANCH 20 #22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	036934	HOBART RANCH 20 #23	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	042778	HOBART RANCH 20 #18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	042779	HOBART RANCH 20 #19	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ConocoPhillips Company Samson Lone Star Limited Partnership	Farmout Agreement Amendment Dated: 04/13/2004 ¹	042780	HOBART RANCH 20 #20	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Steinberg Associates, Ltd. - 1977 Oil & Gas Program Samson Resources Company	Letter Agreement Dated: 01/30/1979 ¹	001005	ABRAHAM UNIT #1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Oryx Energy Company American Exploration Company	Letter Agreement Dated: 07/01/1993 ¹	008284	LIBBY #3-28	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Mewbourne Oil Company	Letter Agreement Dated: 08/13/2014 ¹	001763	FLOWERS, GILMAN #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Mewbourne Oil Company	Letter Agreement Dated: 08/13/2014 ¹	001764	FLOWERS, GILMAN #2-LT	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Mewbourne Oil Company	Letter Agreement Dated: 08/13/2014 ¹	001765	FLOWERS, GILMAN #2-UT	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Mewbourne Oil Company	Letter Agreement Dated: 08/13/2014 ¹	001766	FLOWERS, GILMAN #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Linn Energy, Inc.	Letter Amendment Dated: 04/30/2010 ¹	044763	BLACK #50-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Linn Energy, Inc.	Letter Amendment Dated: 04/30/2010 ¹	045392	BLACK #50-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Linn Energy, Inc.	Letter Amendment Dated: 04/30/2010 ¹	046011	BLACK #50-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Linn Energy, Inc.	Letter Amendment Dated: 04/30/2010 ¹	046886	BLACK 50SL-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Linn Energy, Inc.	Letter Amendment Dated: 04/30/2010 ¹	047284	BLACK #50-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Linn Energy, Inc.	Letter Amendment Dated: 04/30/2010 ¹	047285	BLACK #50-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Linn Energy, Inc.	Letter Amendment Dated: 04/30/2010 ¹	047966	BLACK #50-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Linn Energy, Inc.	Letter Amendment Dated: 04/30/2010 ¹	048243	BLACK 50SL-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Linn Energy, Inc.	Letter Amendment Dated: 04/30/2010 ¹	048260	Black 50 SL-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 03/31/1973 ¹	023576	VALENTINE COLTHARP #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 03/31/1973 ¹	025256	COLTHARP #3-51	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 03/31/1973 ¹	026837	COLTHARP #5-51H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UKNOWN] [UKNOWN]	OPERATING AGREEMENT Dated: [UKNOWN] ¹	038796	MILLS RANCH #1-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	United Producing Company, Inc. Cabot Carbon Company	OPERATING AGREEMENT Dated: 10/11/1954 ¹	007441	BARBY LLOYD #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Humble Oil & Refining Company Gulf Oil Corporation	OPERATING AGREEMENT Dated: 08/25/1966 ¹	044271	CAMPBELL 38 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Humble Oil & Refining Company Gulf Oil Corporation	OPERATING AGREEMENT Dated: 08/25/1966 ¹	044867	MENDOTA RANCH 38 #1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. SAMEDAN OIL CORPORATION	OPERATING AGREEMENT Dated: 12/01/1969 ¹	037327	HUFF #4-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. SAMEDAN OIL CORPORATION	OPERATING AGREEMENT Dated: 12/01/1969 ¹	046096	HUFF 16 #6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Samedan Oil Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1969 ¹	006547	GEORGE (ARDELL) #1-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Samedan Oil Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1969 ¹	006550	HUFF #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Samedan Oil Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1969 ¹	033704	HUFF #2-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Samedan Oil Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1969 ¹	037327	HUFF #4-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Samedan Oil Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1969 ¹	037468	HUFF #3-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Samedan Oil Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1969 ¹	044534	HUFF 16 #5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Samedan Oil Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1969 ¹	046096	HUFF 16 #6H	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Hoover & Bracken, Inc., et al	OPERATING AGREEMENT Dated: 05/12/1970 ¹	006544	BELL UNIT #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Hoover & Bracken, Inc., et al.	OPERATING AGREEMENT Dated: 05/12/1970 ¹	006544	BELL UNIT #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken, Inc. Philcon Development Co.	OPERATING AGREEMENT Dated: 09/14/1970 ¹	006551	HUMPHREYS #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. A.D. Weatherly, et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	007385	THORNE #6-73	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Petroleum Co., et al.	OPERATING AGREEMENT Dated: 09/15/1970 ¹	008655	HOWELL #8-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. TASCOSA PRODUCTION CO.	OPERATING AGREEMENT Dated: 09/15/1970 ¹	036680	HOWELL #10-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	007369	HOWELL #1-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	007371	HOWELL #3-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	007372	HOWELL #4-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	007373	HOWELL #5-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	007374	HOWELL #6-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	007375	HOWELL #7-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	007383	THORNE #4-73	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	007384	THORNE #5-73	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	007385	THORNE #6-73	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	008655	HOWELL #8-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	008656	HOWELL #9-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	033616	THORNE #7-73	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	036680	HOWELL #10-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	038453	HOWELL #14-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Tascosa Production Co., et al	OPERATING AGREEMENT Dated: 09/15/1970 ¹	038454	HOWELL #15-72	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 02/18/1971 ¹	007377	RISLEY #2-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 02/18/1971 ¹	007378	RISLEY #3-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 02/18/1971 ¹	007379	RISLEY #4-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 02/18/1971 ¹	007674	RISLEY #5-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 02/18/1971 ¹	037694	RISLEY 6 #7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 02/18/1971 ¹	037695	RISLEY 7 #7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 02/18/1971 ¹	037846	RISLEY #8-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation Mesa Petroleum Co., et al	OPERATING AGREEMENT Dated: 07/02/1971 ¹	007386	GULF MESA SAPPINGTON #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation Mesa Petroleum Co., et al	OPERATING AGREEMENT Dated: 07/02/1971 ¹	007387	GULF MESA SAPPINGTON #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation Mesa Petroleum Co., et al	OPERATING AGREEMENT Dated: 07/02/1971 ¹	007388	GULF MESA SAPPINGTON #4	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation Mesa Petroleum Co., et al	OPERATING AGREEMENT Dated: 07/02/1971 ¹	007649	GULF MESA SAPPINGTON #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 11/01/1971 ¹	021686	FABIAN #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	021686	FABIAN #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	022740	MILLS, R D #1-U	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	023829	YOUNG, J W ETAL UNIT	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	025156	FABIAN #2-45	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	025194	FRANCES #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	025196	BRYANT #2-44	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	025243	DABERRY, J F #5-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	025322	FABIAN S #3-45	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	025415	FABIAN UNIT #4-45	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	025429	DABERRY #7-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	025435	BRYANT #4-44	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	025471	FABIAN S #5-45	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	025845	BRYANT #5-44	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	026075	DABERRY #8-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	026525	FABIAN #6-45	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	026763	MILLS, R D #2037	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	038796	MILLS RANCH #1-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1971 ¹	041614	MILLS RANCH #2-41	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	McCulloch Oil Corporation J.M. Huber Corporation, et al	OPERATING AGREEMENT Dated: 02/14/1972 ¹	049250	Lucille Wright 149 (Allocation) 1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	McCulloch Oil Corporation J.M. Huber Corporation, et al	OPERATING AGREEMENT Dated: 02/14/1972 ¹	049251	Lucille Wright 149 (Allocation) 2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	McCulloch Oil Corporation J.M. Huber Corporation, et al	OPERATING AGREEMENT Dated: 02/14/1972 ¹	049252	Lucille Wright 7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	034695	PURYEAR #4-24	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	006556	PURYEAR #1B	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	034695	PURYEAR #4-24	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	036330	PURYEAR #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	036772	PURYEAR #5-24	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	036919	PURYEAR #22-24	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	037464	PURYEAR #6-24	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	037465	PURYEAR #28-24	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	038270	PURYEAR #18-24	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	038271	PURYEAR #21-24	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	039369	PURYEAR #13-24	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Lone Star Producing Company Hoover & Bracken, Inc.	OPERATING AGREEMENT Dated: 02/19/1972 ¹	045809	PURYEAR #7-24H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. McCulloch Oil Corporation	OPERATING AGREEMENT Dated: 04/21/1972 ¹	001081	ARRINGTON #1-64	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. McCulloch Oil Corporation	OPERATING AGREEMENT Dated: 04/21/1972 ¹	001082	ARRINGTON #3-64	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. McCulloch Oil Corporation	OPERATING AGREEMENT Dated: 04/21/1972 ¹	004025	ARRINGTON #7-64	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. McCulloch Oil Corporation	OPERATING AGREEMENT Dated: 04/21/1972 ¹	008267	ARRINGTON #9-64	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. McCulloch Oil Corporation	OPERATING AGREEMENT Dated: 04/21/1972 ¹	034264	ARRINGTON #10-64	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. McCulloch Oil Corporation	OPERATING AGREEMENT Dated: 04/21/1972 ¹	034673	ARRINGTON #11-64	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	McCulloch Oil Corporation of Texas Southland Royalty Company	OPERATING AGREEMENT Dated: 06/30/1972 ¹	048168	MATHERS RANCH 167	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	McCulloch Oil Corporation of Texas Southland Royalty Company, et al	OPERATING AGREEMENT Dated: 06/30/1972 ¹	049012	MATHERS RANCH 167 (\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	McCulloch Oil Corporation of Texas Southland Royalty Company, et al	OPERATING AGREEMENT Dated: 06/30/1972 ¹	049322	Mathers Ranch 167 (Allocation) 3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Amoco Production Company, et al	OPERATING AGREEMENT Dated: 07/13/1972 ¹	006547	GEORGE (ARDELL) #1-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Amoco Production Company, et al	OPERATING AGREEMENT Dated: 07/13/1972 ¹	038780	GEORGE #3-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Amoco Production Company, et al	OPERATING AGREEMENT Dated: 07/13/1972 ¹	044817	GEORGE 17 #4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Amoco Production Company, et al	OPERATING AGREEMENT Dated: 07/13/1972 ¹	045335	George 17 #5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Amoco Production Company, et al	OPERATING AGREEMENT Dated: 07/13/1972 ¹	045680	George 17 #6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Amoco Production Company, et al	OPERATING AGREEMENT Dated: 07/13/1972 ¹	006547	GEORGE (ARDELL) #1-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Amoco Production Company, et al	OPERATING AGREEMENT Dated: 07/13/1972 ¹	006550	HUFF #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Grace Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 07/28/1972 ¹	006545	CAMPBELL #1-B	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Grace Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 07/28/1972 ¹	036068	CAMPBELL #4-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Grace Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 07/28/1972 ¹	036069	CAMPBELL #3-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Grace Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 07/28/1972 ¹	037802	CAMPBELL #2-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Grace Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 07/28/1972 ¹	038250	CAMPBELL 16 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Grace Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 07/28/1972 ¹	038251	CAMPBELL #9-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Amoco Production Company, et al	OPERATING AGREEMENT Dated: 07/31/1972 ¹	006547	GEORGE (ARDELL) #1-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	MESA PETROLEUM CO Malouf Abraham	OPERATING AGREEMENT Dated: 12/06/1972 ¹	037271	CHEEK #4-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Malouf Abraham	OPERATING AGREEMENT Dated: 12/06/1972 ¹	007389	CHEEK #1-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Malouf Abraham	OPERATING AGREEMENT Dated: 12/06/1972 ¹	007390	CHEEK #2-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Malouf Abraham	OPERATING AGREEMENT Dated: 12/06/1972 ¹	008660	CHEEK # 3-7	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Malouf Abraham	OPERATING AGREEMENT Dated: 12/06/1972 ¹	037271	CHEEK #4-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mesa Petroleum Co. Malouf Abraham	OPERATING AGREEMENT Dated: 12/06/1972 ¹	1052502	CHEEK 507H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 03/31/1973 ¹	023576	VALENTINE COLTHARP #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 03/31/1973 ¹	025197	COLTHARP #2-51	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 03/31/1973 ¹	026759	COLTHARP #4-51H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 03/31/1973 ¹	026837	COLTHARP #5-51H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 03/31/1973 ¹	044184	BRYANT 1051	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 05/31/1973 ¹	022532	LISTER #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 05/31/1973 ¹	025138	LISTER #2-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 05/31/1973 ¹	025218	LISTER #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 05/31/1973 ¹	025475	LISTER #4-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 05/31/1973 ¹	026781	LISTER #502	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 05/31/1973 ¹	048268	Lister 602H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 05/31/1973 ¹	048269	LISTER #702H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 05/31/1973 ¹	048270	LISTER #802H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 05/31/1973 ¹	049120	Lister #902H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Producing Company, et al.	OPERATING AGREEMENT Dated: 07/02/1973 ¹	005969	CUPP C #1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production Company, et al.	OPERATING AGREEMENT Dated: 07/02/1973 ¹	006192	LITTAUER #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 07/02/1973 ¹	005969	CUPP C #1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 07/02/1973 ¹	006192	LITTAUER #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 07/02/1973 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 07/02/1973 ¹	006997	SOONER #1-35	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 09/04/1973 ¹	007993	FLOWERS B #4-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 09/04/1973 ¹	007994	FLOWERS B #5-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 09/04/1973 ¹	005515	FLOWERS B #7-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 09/04/1973 ¹	007990	FLOWERS B #1-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 09/04/1973 ¹	007993	FLOWERS B #4-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 09/04/1973 ¹	007994	FLOWERS B #5-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 09/04/1973 ¹	007995	FLOWERS B #6-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 09/04/1973 ¹	033167	FLOWERS B #8-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	001686	FLOWERS #2-40	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	004094	FLOWERS #3-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	004209	FLOWERS #4-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	006946	FLOWERS #5-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	008792	FLOWERS #6-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	008793	FLOWERS #7-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	008812	FLOWERS #8-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	008957	FLOWERS #9-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	033586	FLOWERS 40 #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	001686	FLOWERS #2-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	004094	FLOWERS #3-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 10/05/1973 ¹	006946	FLOWERS #5-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Excelsior Oil Corporation Atlantic Richfield Company	OPERATING AGREEMENT Dated: 10/10/1973 ¹	002311	MEADOWS #1-31	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Excelsior Oil Corporation Atlantic Richfield Company	OPERATING AGREEMENT Dated: 10/10/1973 ¹	049280	Meadows 31 #5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Excelsior Oil Corporation Atlantic Richfield Company	OPERATING AGREEMENT Dated: 10/10/1973 ¹	1050146	Meadows 31 SL #6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Flour Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 01/15/1974 ¹	022740	MILLS, R D #1-U	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Amarillo Oil Company, et al	OPERATING AGREEMENT Dated: 03/01/1974 ¹	043830	ISAACS 4201H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company	OPERATING AGREEMENT Dated: 03/01/1974 ¹	1050415	Isaacs 209 #1HW	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company	OPERATING AGREEMENT Dated: 03/01/1974 ¹	1050690	Isaacs 210 #1HW	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	001988	ISAACS #1-209	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	001989	ISAACS #2-209	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	001990	ISAACS #4-209	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	001993	ISAACS #3-209 (GRANITE WASH	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	001994	ISAACS #1-210	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	001996	ISAACS #2-214	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	001997	ISAACS SIMPSON #1-208	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	001998	ISAACS SIMPSON #1-214	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	003754	FLOWERS #3-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	003822	ISAACS #6-210	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	003880	FLOWERS #2-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	007096	JARVIS #3-213	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	007098	ISAACS #2-210	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	007113	CAMPBELL #1-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	007139	CAMPBELL #2-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	007141	ISAACS-SIMPSON #3-214	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	007146	ISAACS #3-210	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	007172	ISAACS #5-210	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	007207	ISAACS #3-208	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	007212	ISAACS #4-210	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	007904	CATES J O #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	008263	CAMPBELL #4-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	008398	ISAACS #3-211	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	023828	YOUNG, J W #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	030068	ISAACS #7-210	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	032758	ISAACS 208 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	032835	ISAACS #4-211	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	032887	CAMPBELL #5-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	032974	ISAACS 209 #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	032980	ISAACS 210 #8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	034621	ISAACS 208 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	036021	ISAACS 208 #8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	036023	ISAACS #7-208	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	043830	ISAACS 4201H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	1050140	Jarvis 213 #1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	1050415	Isaacs 209 #1HW	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/01/1974 ¹	1050690	Isaacs 210 #1HW	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Skelly Oil Company Pan American Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 03/01/1974 ¹	003895	ISAACS #7-209	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Ozark-Mahoning Company, et al	OPERATING AGREEMENT Dated: 03/19/1974 ¹	007085	LINDLEY J B #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Ozark-Mahoning Company, et al	OPERATING AGREEMENT Dated: 03/19/1974 ¹	007174	LINDLEY #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 03/26/1974 ¹	007865	FLOWERS C #4-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 03/26/1974 ¹	007996	FLOWERS C #1-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 03/26/1974 ¹	033202	FLOWERS C #5-48-DOUGLAS	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Anadarko Production Company Tenneco Oil Company, et al	OPERATING AGREEMENT Dated: 03/26/1974 ¹	044214	FLOWERS C #5-48 GW	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 04/10/1974 ¹	001998	ISAACS SIMPSON #1-214	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 04/10/1974 ¹	007141	ISAACS-SIMPSON #3-214	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Wessely Energy Corporation Jake L. Hamon, et al	OPERATING AGREEMENT Dated: 05/10/1974 ¹	006405	FILLINGIM #1-89	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Oil Properties, Inc. Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/18/1974 ¹	001317	BYRUM-COFFEE	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Oil Properties, Inc. Malouf Abraham Company, Inc., et al.	OPERATING AGREEMENT Dated: 05/18/1974 ¹	001317	BYRUM-COFFEE	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Monsanto Company Transwestern Gas Supply Company, et al	OPERATING AGREEMENT Dated: 06/01/1974 ¹	021879	GOBER #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	J.M. Huber Corporation Malouf Abraham Company, Inc.	OPERATING AGREEMENT Dated: 08/05/1974 ¹	012864	MCCOY C #2-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	J.M. Huber Corporation Malouf Abraham Company, Inc., et al	OPERATING AGREEMENT Dated: 08/05/1974 ¹	012864	MCCOY C #2-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Texas Pacific Oil Company, Inc. Kansas-Nebraska Natural Gas Company, Inc., et al	OPERATING AGREEMENT Dated: 08/29/1974 ¹	008284	LIBBY #3-28	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1974 ¹	025408	LEDBETTER, RUTH #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 09/01/1974 ¹	022250	JAMES, W F	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 09/01/1974 ¹	023828	YOUNG, J W #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 09/01/1974 ¹	023829	YOUNG, J W ETAL UNIT	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 09/01/1974 ¹	026777	YOUNG #4020	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 09/01/1974 ¹	048847	JW Young 5020H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 10/01/1974 ¹	021686	FABIAN #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 10/01/1974 ¹	025156	FABIAN #2-45	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 10/01/1974 ¹	025322	FABIAN S #3-45	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 10/01/1974 ¹	025415	FABIAN UNIT #4-45	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 10/01/1974 ¹	025471	FABIAN S #5-45	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 10/01/1974 ¹	026525	FABIAN #6-45	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 10/01/1974 ¹	044501	DAVIS 1023	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Producing Company, et al.	OPERATING AGREEMENT Dated: 10/10/1974 ¹	005969	CUPP C #1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 10/10/1974 ¹	005969	CUPP C #1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 10/10/1974 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 10/10/1974 ¹	008304	CUPP #4-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company HNG Oil Company, et al	OPERATING AGREEMENT Dated: 10/22/1974 ¹	003719	PETERSEN #8-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company HNG Oil Company, et al	OPERATING AGREEMENT Dated: 10/22/1974 ¹	008283	CONRAD 1-A	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company HNG Oil Company, et al	OPERATING AGREEMENT Dated: 10/22/1974 ¹	030321	PETERSEN #1-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company HNG Oil Company, et al	OPERATING AGREEMENT Dated: 10/22/1974 ¹	030995	PETERSEN #4-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1974 ¹	025243	DABERRY, J F #5-1	\$0.00

Acquired Contracts

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Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Corporation, et al	OPERATING AGREEMENT Dated: 12/01/1974 ¹	026075	DABERRY #8-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Texas Pacific Oil Company, Inc. Pan Eastern Exploration Company, et al	OPERATING AGREEMENT Dated: 12/09/1974 ¹	002475	PANKEY UNIT #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	J.M. Huber Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 01/10/1975 ¹	002460	OSBORNE #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	J.M. Huber Corporation Malouf Abraham Company, Inc., et al.	OPERATING AGREEMENT Dated: 01/10/1975 ¹	002460	OSBORNE #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Diamond Shamrock Corporation, et al	OPERATING AGREEMENT Dated: 05/02/1975 ¹	007012	PAYNE A #1-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation George W. Arrington, et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	007167	SANTA FE #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	038550	PRATER #2-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	038551	PRATER #3-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	038552	PRATER #4-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	038823	PRATER #5-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	038824	PRATER #6-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	039848	PRATER #7-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	039859	PRATER #8-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	040061	PRATER #9-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	045944	King A #1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Diamond Shamrock Corporation Malouf Abraham Co., Inc., et al	OPERATING AGREEMENT Dated: 05/20/1975 ¹	1050659	King A 3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 06/01/1975 ¹	006135	HARRIS UNIT #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 06/01/1975 ¹	030683	HARRIS #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 06/01/1975 ¹	030683	HARRIS #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Continental Oil Company, et al	OPERATING AGREEMENT Dated: 06/15/1975 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	HNG Oil Company Kansas-Nebraska Natural Gas Company, Inc., et al	OPERATING AGREEMENT Dated: 06/15/1975 ¹	030455	SUMPTER # 1-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	HNG Oil Company Kansas-Nebraska Natural Gas Company, Inc., et al	OPERATING AGREEMENT Dated: 06/15/1975 ¹	030730	SUMPTER #2-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	HNG Oil Company Kansas-Nebraska Natural Gas Company, Inc., et al	OPERATING AGREEMENT Dated: 06/15/1975 ¹	031623	SUMPTER #3-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Diamond Shamrock Corporation, et al	OPERATING AGREEMENT Dated: 07/10/1975 ¹	007012	PAYNE A #1-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 07/15/1975 ¹	031623	SUMPTER #3-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	005929	FRANCIS #2-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	033262	FRANCIS #3-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	033435	FRANCIS #4-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	033623	FRANCIS #5-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	033635	FRANCIS #6-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	034160	FRANCIS #7-58	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	034161	FRANCIS #8-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	034272	FRANCIS #9-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	034273	FRANCIS #10-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	036003	FRANCIS #11-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	036443	FRANCIS #12-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	036748	FRANCIS #13-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	036757	FRANCIS #15-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	036758	FRANCIS #14-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	036895	FRANCIS #17-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	036896	FRANCIS #16-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	036961	FRANCIS #20-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	037472	FRANCIS #25-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	037543	FRANCIS #29-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	038131	FRANCIS #30-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Anadarko Production Company	OPERATING AGREEMENT Dated: 07/28/1975 ¹	038617	FRANCIS #19-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. PHILCON DEVELOPMENT COMPANY	OPERATING AGREEMENT Dated: 10/05/1975 ¹	041738	LOHBERGER #25-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	034460	LOHBERGER #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	034461	LOHBERGER, WILLIAM #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	037892	LOHBERGER #25-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	038482	LOHBERGER #25-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	041738	LOHBERGER #25-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	041874	LOHBERGER #25-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	047087	LOHBERGER #25-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	048256	LOHBERGER 25 SL-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	048257	Lohberger 25 SL-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	048372	Lohberger 25 SL-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	049323	Lohberger 25-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Earl T. Smith & Associates, Inc. Philcon Development Company, et al	OPERATING AGREEMENT Dated: 10/05/1975 ¹	049324	Lohberger 25-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Edwin L. Cox Flag-Redfern Oil Company, et al	OPERATING AGREEMENT Dated: 10/15/1975 ¹	039189	POUNDS #2-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Edwin L. Cox Flag-Redfern Oil Company, et al	OPERATING AGREEMENT Dated: 10/15/1975 ¹	039803	POUNDS #3-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Edwin L. Cox Flag-Redfern Oil Company, et al	OPERATING AGREEMENT Dated: 10/15/1975 ¹	040531	POUNDS #4-17	\$0.00

Acquired Contracts

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Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Edwin L. Cox Flag-Redfern Oil Company, et al	OPERATING AGREEMENT Dated: 10/15/1975 ¹	041011	POUNDS #5-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Continental Oil Company, et al	OPERATING AGREEMENT Dated: 10/23/1975 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Petroleum, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 11/07/1975 ¹	033975	JARVIS #2-217	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company H. L. Brown, Jr., et al	OPERATING AGREEMENT Dated: 11/14/1975 ¹	007097	LANCASTER #1-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company H. L. Brown, Jr., et al	OPERATING AGREEMENT Dated: 11/14/1975 ¹	044778	LANCASTER #2-58H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company H. L. Brown, Jr., et al	OPERATING AGREEMENT Dated: 11/14/1975 ¹	045540	LANCASTER #58-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company H. L. Brown, Jr., et al	OPERATING AGREEMENT Dated: 11/14/1975 ¹	046015	LANCASTER #58-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company H. L. Brown, Jr., et al	OPERATING AGREEMENT Dated: 11/14/1975 ¹	046563	LANCASTER #58-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company H. L. Brown, Jr., et al	OPERATING AGREEMENT Dated: 11/14/1975 ¹	047649	Lancaster 7058H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company H. L. Brown, Jr., et al	OPERATING AGREEMENT Dated: 11/14/1975 ¹	047652	Lancaster 6058H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company H. L. Brown, Jr., et al	OPERATING AGREEMENT Dated: 11/14/1975 ¹	047735	Lancaster 8058H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company H.L. BROWN, JR.	OPERATING AGREEMENT Dated: 11/14/1975 ¹	044778	LANCASTER #2-58H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company H.L. Brown, Jr., et al.	OPERATING AGREEMENT Dated: 11/14/1975 ¹	007097	LANCASTER #1-58	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/14/1975 ¹	047651	Davis, G.C. #9061H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Minco Oil & Gas Co.	OPERATING AGREEMENT Dated: 12/05/1975 ¹	005078	ROY #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Hoover & Bracken Oil Properties, Inc.	OPERATING AGREEMENT Dated: 12/08/1975 ¹	001764	FLOWERS, GILMAN #2-LT	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Hoover & Bracken Oil Properties, Inc.	OPERATING AGREEMENT Dated: 12/08/1975 ¹	001765	FLOWERS, GILMAN #2-UT	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Hoover & Bracken Oil Properties, Inc.	OPERATING AGREEMENT Dated: 12/08/1975 ¹	001766	FLOWERS, GILMAN #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Hoover & Bracken Oil Properties, Inc.	OPERATING AGREEMENT Dated: 12/08/1975 ¹	005078	ROY #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Malouf Abraham Company, Inc.	OPERATING AGREEMENT Dated: 12/19/1975 ¹	003970	FLOWERS #8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Malouf Abraham Company, Inc.	OPERATING AGREEMENT Dated: 12/19/1975 ¹	003995	FLOWERS, LOIS #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Malouf Abraham Company, Inc.	OPERATING AGREEMENT Dated: 12/19/1975 ¹	008938	FLOWERS #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Malouf Abraham Company, Inc.	OPERATING AGREEMENT Dated: 12/19/1975 ¹	008939	FLOWERS #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Malouf Abraham Company, Inc.	OPERATING AGREEMENT Dated: 12/19/1975 ¹	034659	FLOWERS #11-224	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Malouf Abraham Company, Inc.	OPERATING AGREEMENT Dated: 12/19/1975 ¹	036280	FLOWERS #15-226	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Malouf Abraham Company, Inc.	OPERATING AGREEMENT Dated: 12/19/1975 ¹	036281	FLOWERS #12-224	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	H. L. Brown, Jr. Joe Kirk Fulton, et al	OPERATING AGREEMENT Dated: 01/09/1976 ¹	045445	ATHERTON D E 3057H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	H. L. Brown, Jr. Joe Kirk Fulton, et al	OPERATING AGREEMENT Dated: 01/09/1976 ¹	047382	ATHERTON D E 5057H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	H. L. Brown, Jr. Joe Kirk Fulton, et al	OPERATING AGREEMENT Dated: 01/09/1976 ¹	047615	ATHERTON D E 7057H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	H. L. Brown, Jr. Joe Kirk Fulton, et al	OPERATING AGREEMENT Dated: 01/09/1976 ¹	047863	ATHERTON D E 8057H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	H. L. Brown, Jr. Joe Kirk Fulton, et al	OPERATING AGREEMENT Dated: 01/09/1976 ¹	045959	ATHERTON D E 2057H	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	H.L. Brown, Jr. C&K Petroleum, Inc.	OPERATING AGREEMENT Dated: 01/09/1976 ¹	047863	ATHERTON D E 8057H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken, Inc. Phillips Petroleum Company, et al	OPERATING AGREEMENT Dated: 01/26/1976 ¹	005755	ALEXANDER #1-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Petroleum, Inc. Phillips Petroleum Company, et al	OPERATING AGREEMENT Dated: 02/23/1976 ¹	032884	MITCHELL #2-127	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Petroleum, Inc. Phillips Petroleum Company, et al.	OPERATING AGREEMENT Dated: 02/23/1976 ¹	032884	MITCHELL #2-127	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Minco Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 03/05/1976 ¹	002199	FLOWERS, LOIS #2-LT	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Minco Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 03/05/1976 ¹	003995	FLOWERS, LOIS #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Minco Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 03/05/1976 ¹	033570	FLOWERS, LOIS #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Minco Oil & Gas Co., et al.	OPERATING AGREEMENT Dated: 03/05/1976 ¹	003995	FLOWERS, LOIS #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. Minco Oil and Gas Co., et al	OPERATING AGREEMENT Dated: 03/05/1976 ¹	033570	FLOWERS, LOIS #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Texas Pacific Oil Company, Inc. Sun Oil Company	OPERATING AGREEMENT Dated: 03/31/1976 ¹	047894	Red Falcon #1H-20	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 04/01/1976 ¹	005595	MILLS # 4-19(FORMERLY DEER	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 04/01/1976 ¹	006131	MILLS #1-19	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 04/01/1976 ¹	005595	MILLS # 4-19(FORMERLY DEER	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 04/01/1976 ¹	006131	MILLS #1-19	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 04/01/1976 ¹	006220	MILLS #2-19	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 04/01/1976 ¹	040647	MILLS #6-19	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 04/01/1976 ¹	047923	Mills #7-19H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 04/01/1976 ¹	048442	Mills #8-19H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Continental Oil Company, et al	OPERATING AGREEMENT Dated: 04/01/1976 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Continental Oil Company, et al	OPERATING AGREEMENT Dated: 04/01/1976 ¹	030497	CUPP B #5-21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Continental Oil Company, et al	OPERATING AGREEMENT Dated: 04/01/1976 ¹	033284	CARPENTER #6-21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	HNG Oil Company Kansas-Nebraska Natural Gas Company, Inc., et al	OPERATING AGREEMENT Dated: 04/01/1976 ¹	030374	JONES 11 UNIT	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Kerr-McGee Corporation, et al	OPERATING AGREEMENT Dated: 04/15/1976 ¹	006386	CHANDLER UNIT #1-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Kerr-McGee Corporation, et al	OPERATING AGREEMENT Dated: 04/15/1976 ¹	033049	CHANDLER #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Kerr-McGee Corporation, et al.	OPERATING AGREEMENT Dated: 04/15/1976 ¹	006386	CHANDLER UNIT #1-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Texaco, Inc., et al	OPERATING AGREEMENT Dated: 05/01/1976 ¹	006983	GREEN EST. 1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Texaco, Inc., et al	OPERATING AGREEMENT Dated: 05/01/1976 ¹	006984	GREEN EST. 2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Texaco, Inc., et al	OPERATING AGREEMENT Dated: 05/01/1976 ¹	008937	GREEN EST #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 06/06/1976 ¹	022504	LEDBETTER #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 06/06/1976 ¹	025408	LEDBETTER, RUTH #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 06/06/1976 ¹	026695	LEDBETTER #3-21	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 06/06/1976 ¹	026789	LEDBETTER #4021H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 06/06/1976 ¹	026822	LEDBETTER #5021H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 06/06/1976 ¹	026851	LEDBETTER #6021H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 06/06/1976 ¹	039858	BUCKINGHAM #1-21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Continental Oil Company, et al	OPERATING AGREEMENT Dated: 07/01/1976 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Continental Oil Company, et al	OPERATING AGREEMENT Dated: 07/01/1976 ¹	006971	CUPP D3-26	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Continental Oil Company, et al	OPERATING AGREEMENT Dated: 07/01/1976 ¹	006973	CUPP D2-26	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California Texaco, Inc., et al	OPERATING AGREEMENT Dated: 09/23/1976 ¹	006979	ELLIS #2-33	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California Texaco, Inc., et al	OPERATING AGREEMENT Dated: 09/23/1976 ¹	006980	ELLIS #3-33	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California Texaco, Inc., et al	OPERATING AGREEMENT Dated: 09/23/1976 ¹	038776	MAO TAI 33 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	003159	WRIGHT UNIT #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	006168	HOBART 49 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	006979	ELLIS #2-33	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	006997	SOONER #1-35	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	035035	HOBART 49 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	037692	HOBART 49 #25	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	038257	HOBART 49 #24	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	041773	HOBART 49 #23	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	041774	HOBART 49 #21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California TEXACO, INC. ET AL	OPERATING AGREEMENT Dated: 09/23/1976 ¹	042623	HOBART 49 #22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 09/27/1976 ¹	006979	ELLIS #2-33	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Texaco, Inc., et al	OPERATING AGREEMENT Dated: 09/28/1976 ¹	006997	SOONER #1-35	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cotton Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/09/1976 ¹	034478	HOBART RANCH 49 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cotton Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/09/1976 ¹	034984	HOBART 49 #8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken, Inc. HBOP, Ltd., et al	OPERATING AGREEMENT Dated: 11/30/1976 ¹	002265	MATHERS #1-27 MALOUF	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 12/01/1976 ¹	021573	DAVIS, E T #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 12/20/1976 ¹	007938	WARNER #2-30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 12/20/1976 ¹	030763	WARNER #3-30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 12/20/1976 ¹	007938	WARNER #2-30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 12/20/1976 ¹	030763	WARNER #3-30	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 01/10/1977 ¹	006283	WALLACE D #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 01/10/1977 ¹	006283	WALLACE D #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Apexco, Inc.	OPERATING AGREEMENT Dated: 02/16/1977 ¹	006176	CAMPBELL UNIT #1-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Apexco, Inc. et al	OPERATING AGREEMENT Dated: 02/16/1977 ¹	006176	CAMPBELL UNIT #1-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 02/23/1977 ¹	006283	WALLACE D #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 02/23/1977 ¹	030731	WALLACE #5-18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 02/23/1977 ¹	006132	WALLACE #1-18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 02/23/1977 ¹	030731	WALLACE #5-18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 02/23/1977 ¹	033722	THOMPSON #6-18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 02/23/1977 ¹	039690	REED, OPAL #1-18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 02/23/1977 ¹	041349	REED, OPAL #2-18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. Continental Oil Company, et al	OPERATING AGREEMENT Dated: 05/01/1977 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Davis Oil Company, et al	OPERATING AGREEMENT Dated: 06/01/1977 ¹	006173	KING #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Resources Investment Corporation TRIGG DRILLING COMPANY, ET AL	OPERATING AGREEMENT Dated: 07/20/1977 ¹	037643	MAXWELL #2-23	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Resources Investment Corporation Trigg Drilling Company, et al.	OPERATING AGREEMENT Dated: 07/20/1977 ¹	004540	MAXWELL #1-23	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Amoco Production Company	OPERATING AGREEMENT Dated: 08/03/1977 ¹	006548	GEORGE #2-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Amoco Production Company	OPERATING AGREEMENT Dated: 08/03/1977 ¹	044972	GEORGE 11 #3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Amoco Production Company	OPERATING AGREEMENT Dated: 08/03/1977 ¹	1053629	GEORGE 11-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Continental Oil Company Apexco, Inc.	OPERATING AGREEMENT Dated: 08/22/1977 ¹	034462	MILLS RANCH #1-21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Davis Oil Company Kansas-Nebraska Natural Gas Company, Inc.	OPERATING AGREEMENT Dated: 08/26/1977 ¹	006173	KING #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Home Petroleum Corporation Dyco Petroleum Corporation	OPERATING AGREEMENT Dated: 09/28/1977 ¹	006592	FEDERAL #1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 09/30/1977 ¹	001026	ALEXANDER	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 09/30/1977 ¹	001026	ALEXANDER	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Earl T. Smith & Associates, Inc., et al	OPERATING AGREEMENT Dated: 10/03/1977 ¹	041898	DUKES #7-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Earl T. Smith & Associates, Inc., et al	OPERATING AGREEMENT Dated: 10/03/1977 ¹	043098	DUKES #7-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Earl T. Smith & Associates, Inc., et al	OPERATING AGREEMENT Dated: 10/03/1977 ¹	043284	DUKES #7B-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Earl T. Smith & Associates, Inc., et al	OPERATING AGREEMENT Dated: 10/03/1977 ¹	048801	DUKES 7-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Earl T. Smith & Associates, Inc., et al	OPERATING AGREEMENT Dated: 10/03/1977 ¹	048803	DUKES 7-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Earl T. Smith & Associates, Inc., et al	OPERATING AGREEMENT Dated: 10/03/1977 ¹	1050107	Dukes 7-7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Earl T. Smith & Associates, Inc., et al	OPERATING AGREEMENT Dated: 10/03/1977 ¹	1050108	Dukes 7-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Earl T. Smith & Associates, Inc., et al	OPERATING AGREEMENT Dated: 10/03/1977 ¹	1050111	Dukes 7-9H	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Page Petroleum, Inc., et al	OPERATING AGREEMENT Dated: 10/10/1977 ¹	005755	ALEXANDER #1-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Amarillo Oil Company, et al	OPERATING AGREEMENT Dated: 11/07/1977 ¹	007091	HUNTER R G #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apexco, Inc. Yucca Petroleum Company, et al	OPERATING AGREEMENT Dated: 11/07/1977 ¹	007089	MOORE #1-A	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Shell Oil Company	OPERATING AGREEMENT Dated: 12/15/1977 ¹	031067	EVANS #2-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Davis Oil Company, et al	OPERATING AGREEMENT Dated: 01/13/1978 ¹	006172	BURNS-ESTES #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Diamond Shamrock Corporation	OPERATING AGREEMENT Dated: 01/16/1978 ¹	007083	MORRISON 1-212	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 01/17/1978 ¹	007338	CLAY #1-30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	H. L. Brown, Jr. Joe Kirk Fulton, et al	OPERATING AGREEMENT Dated: 01/30/1978 ¹	047615	ATHERTON D E 7057H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	005749	FILLINGIM-TEAS #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	034997	FILLINGIM-TEAS #2-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036221	FILLINGIM-TEAS #3-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036275	FILLINGIM-TEAS #4-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036286	FILLINGIM-TEAS #5-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036317	FILLINGIM-TEAS #6-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036338	FILLINGIM-TEAS #7-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036549	FILLINGIM-TEAS #9-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036550	FILLINGIM-TEAS #8-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036578	FILLINGIM-TEAS #11-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036607	FILLINGIM TEAS #12-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036781	FILLINGIM-TEAS #10-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	036898	FILLINGIM-TEAS #13-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹		FILLINGIM-TEAS #13-88	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	037031	FILLINGIM-TEAS #14-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	037283	FILLINGIM-TEAS #15-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Elder & Vaughn	OPERATING AGREEMENT Dated: 02/03/1978 ¹	037360	FILLINGIM-TEAS #16-87	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail TRIGG DRILLING COMPANY	OPERATING AGREEMENT Dated: 02/03/1978 ¹	037280	FILLINGIM-TEAS #17-87 SWD	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Producing Company, et al.	OPERATING AGREEMENT Dated: 02/15/1978 ¹	006964	COPELAND #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 02/15/1978 ¹	006964	COPELAND #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 02/15/1978 ¹	006965	COPELAND #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 02/15/1978 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Tom F. Marsh Northern Natural Gas Company, et al	OPERATING AGREEMENT Dated: 02/15/1978 ¹	022086	HEFLEY #1-36	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Phillips Petroleum Company	OPERATING AGREEMENT Dated: 02/20/1978 ¹	042780	HOBART RANCH 20 #20	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	CIG Exploration, Inc. Hassie Hunt Trust	OPERATING AGREEMENT Dated: 02/24/1978 ¹	046838	Davis 65-21H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	CIG Exploration, Inc. Hassie Hunt Trust, et al	OPERATING AGREEMENT Dated: 02/24/1978 ¹	046838	Davis 65-21H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Pan Eastern Exploration Company, et al	OPERATING AGREEMENT Dated: 02/24/1978 ¹	006566	STEELE-YOUNG #2-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Diamond Shamrock Corporation	OPERATING AGREEMENT Dated: 03/16/1978 ¹	033974	YOKLEY UNIT #1-108	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Patrick Petroleum Corporation of Michigan, et al	OPERATING AGREEMENT Dated: 04/20/1978 ¹	005750	JONES ESTATE #1-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron U.S.A. Inc. Freeport Oil Company, et al	OPERATING AGREEMENT Dated: 06/01/1978 ¹	023661	WHEELER, W W #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	American Quasar Petroleum Co. Flag-Redfern Oil Company	OPERATING AGREEMENT Dated: 06/21/1978 ¹	021306	BRYANT 1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	022088	HEFLEY #1-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	025861	HEFLEY #12-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	026151	HEFLEY #32-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	026152	HEFLEY #16-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	026460	HEFLEY #27-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	026956	Hefley 47 SL-36H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	038620	HEFLEY #20-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	040431	HEFLEY #24-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	040667	HEFLEY #9-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	040874	HEFLEY #25-47	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	048103	Hefley 47 SL-33H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	048104	Hefley 47 SL-34H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Union Oil Company of California	OPERATING AGREEMENT Dated: 06/23/1978 ¹	048105	Hefley 47 SL-35H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Apache Corporation, et al	OPERATING AGREEMENT Dated: 08/15/1978 ¹	006187	SPURLIN UNIT #1-23	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Allpar Resources, Inc. Tenneco Oil Company	OPERATING AGREEMENT Dated: 09/07/1978 ¹	007987	ARRINGTON RANCH #3-53	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Allpar Resources, Inc. Tenneco Oil Company	OPERATING AGREEMENT Dated: 09/07/1978 ¹	007988	ARRINGTON RANCH #4-53	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. Tenneco Oil Company	OPERATING AGREEMENT Dated: 09/07/1978 ¹	007987	ARRINGTON RANCH #3-53	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. Tenneco Oil Company	OPERATING AGREEMENT Dated: 09/07/1978 ¹	007988	ARRINGTON RANCH #4-53	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. Tenneco Oil Company	OPERATING AGREEMENT Dated: 09/07/1978 ¹	008012	ARRINGTON RANCH #6-53	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. Tenneco Oil Company	OPERATING AGREEMENT Dated: 09/07/1978 ¹	008266	ARRINGTON #8-53	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. Tenneco Oil Company	OPERATING AGREEMENT Dated: 09/07/1978 ¹	008936	ARRINGTON #7-53	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. Tenneco Oil Company	OPERATING AGREEMENT Dated: 09/07/1978 ¹	034674	ARRINGTON #10-53	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. Tenneco Oil Company	OPERATING AGREEMENT Dated: 09/29/1978 ¹	025859	HEFLEY #10-48	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	025857	HEFLEY #3-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	025863	HEFLEY #5-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	026462	HEFLEY #21-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	026463	HEFLEY #33-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	037971	HEFLEY #8-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	038312	HEFLEY #12-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	039154	HEFLEY SWD	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	039367	HEFLEY #32-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	040432	HEFLEY #23-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	040658	HEFLEY #27-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	040870	HEFLEY #14-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	040873	HEFLEY #19-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Sidwell Oil & Gas Co., et al	OPERATING AGREEMENT Dated: 09/29/1978 ¹	040875	HEFLEY #26-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company SIDWELL OIL & GAS, INC., ET AL	OPERATING AGREEMENT Dated: 09/29/1978 ¹	038312	HEFLEY #12-48	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Oklahoma Oil & Gas Company, et al.	OPERATING AGREEMENT Dated: 10/10/1978 ¹	048058	CAMPBELL 1039	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Oklahoma Oil & Gas Company, et al.	OPERATING AGREEMENT Dated: 10/10/1978 ¹	1050456	Campbell 39 #2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Oklahoma Oil & Gas Company, et al.	OPERATING AGREEMENT Dated: 10/10/1978 ¹	1050457	Campbell 39 SL #3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production Company, et al.	OPERATING AGREEMENT Dated: 10/20/1978 ¹	006192	LITTAUER #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 10/20/1978 ¹	006192	LITTAUER #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 10/20/1978 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 10/20/1978 ¹	030612	SUTTON #1-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 10/20/1978 ¹	038675	SONNY #1-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 10/20/1978 ¹	040090	SONNY #2-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 10/20/1978 ¹	042098	SONNY #3-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 10/20/1978 ¹	042323	SONNY #4-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. American Natural Gas Production, Co., et al	OPERATING AGREEMENT Dated: 10/20/1978 ¹	043477	SONNY #5-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	St. Mary Operating Company Dominion Oklahoma Texas E & P, Inc., et al	OPERATING AGREEMENT Dated: 10/20/1978 ¹	037523	SUTTON #3-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	St. Mary Operating Company Samson Resources Company, et al.	OPERATING AGREEMENT Dated: 10/20/1978 ¹	037523	SUTTON #3-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ARKLA EXPLORATION COMPANY BUFFALO EXPLORATION, INC.	OPERATING AGREEMENT Dated: 11/11/1978 ¹	039848	PRATER #7-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Tom F. Marsh Amarillo Oil Company, et al	OPERATING AGREEMENT Dated: 11/30/1978 ¹	022675	MEADOW #1-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Tom F. Marsh Amarillo Oil Company, et al	OPERATING AGREEMENT Dated: 11/30/1978 ¹	046302	Meadows 1 SL #2H	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	ARKLA EXPLORATION COMPANY BUFFALO EXPLORATION, INC.	OPERATING AGREEMENT Dated: 11/30/1978 ¹	040061	PRATER #9-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation Kevin C. Rudy, et al	OPERATING AGREEMENT Dated: 01/01/1979 ¹	003754	FLOWERS #3-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation Kevin C. Rudy, et al	OPERATING AGREEMENT Dated: 01/01/1979 ¹	003880	FLOWERS #2-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Gulf Oil Corporation Kevin C. Rudy, et al	OPERATING AGREEMENT Dated: 01/01/1979 ¹	007094	FLOWERS #1-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Cuarto Production "A", et al	OPERATING AGREEMENT Dated: 01/24/1979 ¹	006542	MCMORDIE #1-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. G & G Operating Unit 4, et al	OPERATING AGREEMENT Dated: 01/24/1979 ¹	006542	MCMORDIE #1-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. G & G Operating Unit 4, et al	OPERATING AGREEMENT Dated: 01/24/1979 ¹	006543	MCMORDIE #2-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. G & G Operating Unit 4, et al	OPERATING AGREEMENT Dated: 01/24/1979 ¹	045471	McMordie 308H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Phillips Petroleum Company, et al	OPERATING AGREEMENT Dated: 01/24/1979 ¹	006542	MCMORDIE #1-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Phillips Petroleum Company, et al	OPERATING AGREEMENT Dated: 01/24/1979 ¹	006543	MCMORDIE #2-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Phillips Petroleum Company, et al	OPERATING AGREEMENT Dated: 01/24/1979 ¹	006566	STEELE-YOUNG #2-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Phillips Petroleum Company, et al	OPERATING AGREEMENT Dated: 01/24/1979 ¹	045471	McMordie 308H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Moody Energy Company Stalex Petroleum, Inc., et al	OPERATING AGREEMENT Dated: 01/25/1979 ¹	007092	RISLEY #1-18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California DORCHESTER EXPLORATION, INC.	OPERATING AGREEMENT Dated: 03/06/1979 ¹	042465	SMITH #5-38	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California Dorchester Exploration, Inc., et al	OPERATING AGREEMENT Dated: 03/06/1979 ¹	005745	SMITH #1-38	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California Dorchester Exploration, Inc., et al	OPERATING AGREEMENT Dated: 03/06/1979 ¹	031164	SMITH, S.G. #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California Dorchester Exploration, Inc., et al	OPERATING AGREEMENT Dated: 03/06/1979 ¹	042465	SMITH #5-38	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California Dorchester Exploration, Inc., et al	OPERATING AGREEMENT Dated: 03/06/1979 ¹	043415	SMITH #3-38	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY El Paso Natural Gas Company, et al.	OPERATING AGREEMENT Dated: 03/07/1979 ¹	001005	ABRAHAM UNIT #1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Tom F. Marsh, Inc. Amarillo Oil Company, et al	OPERATING AGREEMENT Dated: 03/15/1979 ¹	022181	HUDSON #1-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Tom F. Marsh, Inc. Amarillo Oil Company, et al	OPERATING AGREEMENT Dated: 03/15/1979 ¹	026968	HUDSON #4-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Tom F. Marsh, Inc. Amarillo Oil Company, et al	OPERATING AGREEMENT Dated: 03/15/1979 ¹	046836	Hudson 2HR	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Tom F. Marsh, Inc. Amarillo Oil Company, et al	OPERATING AGREEMENT Dated: 03/15/1979 ¹	1050142	Hudson 4-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Sabine Production Company, et al	OPERATING AGREEMENT Dated: 03/30/1979 ¹	001278	BRYANT #1-21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Sabine Production Company, et al.	OPERATING AGREEMENT Dated: 03/30/1979 ¹	001278	BRYANT #1-21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Oil Company of California DORCHESTER EXPLORATION, INC.	OPERATING AGREEMENT Dated: 04/26/1979 ¹	042465	SMITH #5-38	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation LPCX Corporation, et al	OPERATING AGREEMENT Dated: 04/30/1979 ¹	006204	PETERSEN UNIT #1-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG OIL COMPANY	OPERATING AGREEMENT Dated: 05/29/1979 ¹	042361	MENDOTA RANCH 34 #14	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	039750	MENDOTA RANCH 34 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	039989	MENDOTA RANCH 34 #15	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	039990	MENDOTA RANCH 34 #18	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	039991	MENDOTA RANCH 34 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	040993	MENDOTA RANCH 34 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	040994	MENDOTA RANCH 34 #12	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	041593	MENDOTA RANCH 34 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	041843	MENDOTA RANCH 34 #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	041844	MENDOTA RANCH 34 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	041994	MENDOTA RANCH 34 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	041996	MENDOTA RANCH 34 #16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	042360	MENDOTA RANCH 34 #8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	042361	MENDOTA RANCH 34 #14	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	042362	MENDOTA RANCH 34 #19	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON HNG Oil Company, et al	OPERATING AGREEMENT Dated: 05/29/1979 ¹	042445	MENDOTA RANCH 34 #17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Petroleum, Inc. Amarillo Oil Company	OPERATING AGREEMENT Dated: 06/01/1979 ¹	007099	JARVIS UNIT B #1-136	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. Allen & Allen, et al	OPERATING AGREEMENT Dated: 06/18/1979 ¹	002649	RISLEY #2-31	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Alpar Resources, Inc. Allen & Allen, et al	OPERATING AGREEMENT Dated: 06/18/1979 ¹	002649	RISLEY #2-31	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation TRIGG DRILLING CO., ET AL	OPERATING AGREEMENT Dated: 07/10/1979 ¹	004540	MAXWELL #1-23	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation TRIGG DRILLING COMPANY, ET AL	OPERATING AGREEMENT Dated: 07/13/1979 ¹	004540	MAXWELL #1-23	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation TRIGG DRILLING COMPANY, ET AL	OPERATING AGREEMENT Dated: 07/13/1979 ¹	037643	MAXWELL #2-23	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Trigg Drilling Company, et al.	OPERATING AGREEMENT Dated: 07/13/1979 ¹	004540	MAXWELL #1-23	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	El Paso Natural Gas Company Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 08/13/1979 ¹	006204	PETERSEN UNIT #1-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Petroleum, Inc. Diamond Shamrock Corporation, et al	OPERATING AGREEMENT Dated: 08/13/1979 ¹	007099	JARVIS UNIT B #1-136	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	C F Braun & Co. Harper Oil Company, et al	OPERATING AGREEMENT Dated: 08/23/1979 ¹	003987	MCCLELLAN #21-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Diamond Shamrock Corporation	OPERATING AGREEMENT Dated: 08/30/1979 ¹	033974	YOKLEY UNIT #1-108	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kerr-McGee Corporation HNG OIL COMPANY	OPERATING AGREEMENT Dated: 09/15/1979 ¹	006553	JONES, LL #1-14	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kerr-McGee Corporation HNG OIL COMPANY	OPERATING AGREEMENT Dated: 09/15/1979 ¹	038687	JONES #14-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Page Petroleum, Inc., et al	OPERATING AGREEMENT Dated: 09/24/1979 ¹	006540	AITKENHEAD #2-20	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Page Petroleum, Inc., et al.	OPERATING AGREEMENT Dated: 09/24/1979 ¹	006540	AITKENHEAD #2-20	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Page Petroleum, Inc., et al.	OPERATING AGREEMENT Dated: 09/24/1979 ¹	043236	AITKENHEAD #3-20H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Page Petroleum, Inc., et al.	OPERATING AGREEMENT Dated: 09/24/1979 ¹	049126	Aitkenhead 4020H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Page Petroleum, Inc., et al.	OPERATING AGREEMENT Dated: 09/24/1979 ¹	049128	Aitkenhead 6020H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Search Drilling Company TRIGG DRILLING COMPANY, ET AL	OPERATING AGREEMENT Dated: 10/24/1979 ¹	001640	FARRIS C #2-18	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Search Drilling Company Trigg Drilling Company, et al.	OPERATING AGREEMENT Dated: 10/24/1979 ¹	001640	FARRIS C #2-18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY An-Son Corp., et al.	OPERATING AGREEMENT Dated: 11/08/1979 ¹	001814	GUENZEL #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY An-Son Corporation, et al	OPERATING AGREEMENT Dated: 11/08/1979 ¹	001814	GUENZEL #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC QEP Energy Company, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	013612	PURYEAR, TOM #5-28H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company GRACE PETROLEUM CORPORATION	OPERATING AGREEMENT Dated: 11/15/1979 ¹	042409	PURYEAR #28-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	013581	PURYEAR #28-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	013603	PURYEAR #28-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	013612	PURYEAR, TOM #5-28H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	013990	PURYEAR #28-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	013995	PURYEAR #28-7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	014001	HUFF #32-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	014002	Huff 32-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	014003	HUFF #32-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	014010	PURYEAR #28-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	014046	Puryear 28-16H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	014047	PURYEAR #28-15H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	014048	PURYEAR #28-14H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	046089	HUFF 32 SL #4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	046557	HUFF 32 SL #5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	046558	HUFF 32 SL #6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	047281	HUFF #32-7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	047282	HUFF #32-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Union Texas Petroleum Company Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/15/1979 ¹	047283	HUFF #32-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	037541	STANLEY #49-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	044763	BLACK #50-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	045392	BLACK #50-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	045668	BLACK #49-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	045669	BLACK TRUST #49-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	045670	BLACK #49-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	046883	BLACK ONA 49SL-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	046884	Black Trust 49-4H	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	046885	BLACK ONA 49SL-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	046886	BLACK 50SL-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	047967	BLACK ONA 49-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	047968	BLACK ONA 49-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	048242	Black Trust 49-10H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 11/15/1979 ¹	048244	BLACK ONA 49 SL-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pioneer Production Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 01/22/1980 ¹	006235	HALL, VERNON B #1-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pioneer Production Corporation Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 01/22/1980 ¹	006235	HALL, VERNON B #1-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company George W. Arrington and William L. Arrington	OPERATING AGREEMENT Dated: 02/11/1980 ¹	022973	PRATER #1-39	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company George W. Arrington and William L. Arrington	OPERATING AGREEMENT Dated: 02/11/1980 ¹	026932	PRATER 33 SL #3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company George W. Arrington and William L. Arrington	OPERATING AGREEMENT Dated: 02/11/1980 ¹	047871	PRATER 33 #2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company George W. Arrington and William L. Arrington	OPERATING AGREEMENT Dated: 02/11/1980 ¹	049255	PRATER 33 #4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company George W. Arrington and William L. Arrington	OPERATING AGREEMENT Dated: 02/11/1980 ¹	1050209	Prater 33 #5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company George W. Arrington and William L. Arrington	OPERATING AGREEMENT Dated: 02/11/1980 ¹	1050210	Prater 33 #6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company George W. Arrington and William L. Arrington, a Joint Venture	OPERATING AGREEMENT Dated: 02/11/1980 ¹	022973	PRATER #1-39	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 03/20/1980 ¹	034702	THORNE #76-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Grace Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 03/20/1980 ¹	034703	THORNE #4-76	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation ENI Exploration Companu	OPERATING AGREEMENT Dated: 04/15/1980 ¹	006250	GLISAN-STEEN #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation ENI Exploration Company, et al	OPERATING AGREEMENT Dated: 04/15/1980 ¹	006250	GLISAN-STEEN #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation ENI Exploration Company, et al	OPERATING AGREEMENT Dated: 04/15/1980 ¹	045587	GLISAN-STEEN #3013H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Diamond Shamrock Corporation	OPERATING AGREEMENT Dated: 05/01/1980 ¹	033975	JARVIS #2-217	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kirby Exploration Company Wexco of Delaware, Inc.	OPERATING AGREEMENT Dated: 05/02/1980 ¹	038423	MAULSBY #3-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kirby Exploration Company Wexco of Delaware, Inc.	OPERATING AGREEMENT Dated: 05/02/1980 ¹	038424	MAULSBY #4-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kirby Exploration Company Wexco of Delaware, Inc.	OPERATING AGREEMENT Dated: 05/02/1980 ¹	038425	MAULSBY #5-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kirby Exploration Company Wexco of Delaware, Inc.	OPERATING AGREEMENT Dated: 05/02/1980 ¹	038426	MAULSBY #6-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kirby Exploration Company Wexco of Delaware, Inc.	OPERATING AGREEMENT Dated: 05/02/1980 ¹	039235	MAULSBY #8-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kirby Exploration Company Wexco of Delaware, Inc.	OPERATING AGREEMENT Dated: 05/02/1980 ¹	039473	MAULSBY #7-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kirby Exploration Company Wexco of Delaware, Inc.	OPERATING AGREEMENT Dated: 05/02/1980 ¹	048368	Maulsby 4-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 05/16/1980 ¹	007118	DAVIS G C #1-61	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 05/16/1980 ¹	037942	DAVIS G C #2-61	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 05/16/1980 ¹	039662	DAVIS G C #3-61	\$0.00

Acquired Contracts

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Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 05/16/1980 ¹	046370	Davis, G.C. 6061H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 05/16/1980 ¹	047068	Davis, G.C. #7061H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 05/16/1980 ¹	047650	Davis, G.C. #8061H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 05/16/1980 ¹	047651	Davis, G.C. #9061H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 05/16/1980 ¹	047857	DAVIS 6110H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Trigg Drilling Co., Inc. et al.	OPERATING AGREEMENT Dated: 06/26/1980 ¹	006303	MCCOY #2-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation TRIGG DRILLING COMPANY, ET AL	OPERATING AGREEMENT Dated: 06/26/1980 ¹	006303	MCCOY #2-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Mabee Petroleum Corp.	OPERATING AGREEMENT Dated: 09/18/1980 ¹	047894	Red Falcon #1H-20	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Moody Energy Company Hoover & Bracken Energies, Inc.	OPERATING AGREEMENT Dated: 09/20/1980 ¹	046338	GRACIE 117 #1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Moody Energy Company Hoover & Bracken Energies, Inc., et al	OPERATING AGREEMENT Dated: 09/20/1980 ¹	046338	GRACIE 117 #1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 10/15/1980 ¹	006307	HEFLEY #3-32	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Amoco Production Company, et al	OPERATING AGREEMENT Dated: 10/21/1980 ¹	004592	REED #3-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Amoco Production Company, et al	OPERATING AGREEMENT Dated: 10/21/1980 ¹	044514	REED #5-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Amoco Production Company, et al	OPERATING AGREEMENT Dated: 10/21/1980 ¹	046303	REED #6-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Wagner & Brown El Paso Exploration Company, et al	OPERATING AGREEMENT Dated: 11/20/1980 ¹	030648	PENNINGTON #3-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation John L. Cox, et al	OPERATING AGREEMENT Dated: 12/15/1980 ¹	043718	DAVIS #64-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation John L. Cox, et al	OPERATING AGREEMENT Dated: 12/15/1980 ¹	047646	Davis 64 SL-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation John L. Cox, et al	OPERATING AGREEMENT Dated: 12/15/1980 ¹	047647	Davis 64 SL-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation John L. Cox, et al	OPERATING AGREEMENT Dated: 12/15/1980 ¹	047648	Davis 64 SL-10H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation John L. Cox, et al	OPERATING AGREEMENT Dated: 12/15/1980 ¹	048400	DAVIS 64 15H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation John L. Cox, et al	OPERATING AGREEMENT Dated: 12/15/1980 ¹	048416	Davis 64 12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation John L. Cox, et al	OPERATING AGREEMENT Dated: 12/15/1980 ¹	049306	DAVIS 64 17H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation John L. Cox, et al	OPERATING AGREEMENT Dated: 12/15/1980 ¹	1050083	Davis 64 19H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hunt Energy Corporation [UNKNOWN]	OPERATING AGREEMENT Dated: 12/15/1980 ¹	006444	DAVIS #3-64	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	MEWBORNE OIL COMPANY Ricks Exploration Company	OPERATING AGREEMENT Dated: 12/22/1980 ¹	038242	PRATER #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	MEWBORNE OIL COMPANY Ricks Exploration Company	OPERATING AGREEMENT Dated: 12/22/1980 ¹	039541	PRATER #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mewbourne Oil Company Ricks Exploration Company	OPERATING AGREEMENT Dated: 12/22/1980 ¹	038242	PRATER #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mewbourne Oil Company Ricks Exploration Company	OPERATING AGREEMENT Dated: 12/22/1980 ¹	038550	PRATER #2-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mewbourne Oil Company Ricks Exploration Company	OPERATING AGREEMENT Dated: 12/22/1980 ¹	039541	PRATER #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Mewbourne Oil Company Ricks Exploration Company	OPERATING AGREEMENT Dated: 12/22/1980 ¹	044412	PRATER #4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 01/01/1981 ¹	010804	DABERRY #10-1H	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 01/01/1981 ¹	021558	DABERRY, J F #1 (HUNTON)	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron U.S.A. Inc. Fluor Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 01/01/1981 ¹	021558	DABERRY, J F #1 (HUNTON)	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Woods Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 01/02/1981 ¹	037497	LEE #4-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Woods Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 01/02/1981 ¹	038825	LEE #5-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Woods Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 01/02/1981 ¹	045338	Lee 507H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Woods Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 01/02/1981 ¹	045521	Lee 508H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Woods Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 01/02/1981 ¹	046003	LEE 506H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kaiser-Francis Oil Company Sun Oil Company (Delaware), et al	OPERATING AGREEMENT Dated: 01/09/1981 ¹	006554	JONES, LL #1-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kaiser-Francis Oil Company Sun Oil Company (Delaware), et al	OPERATING AGREEMENT Dated: 01/09/1981 ¹	006756	JONES-ALLISON 2-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Coquina Oil Company, et al	OPERATING AGREEMENT Dated: 02/13/1981 ¹	006291	CAMPBELL WEBB #1-28	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Coquina Oil Company, et al	OPERATING AGREEMENT Dated: 02/13/1981 ¹	031042	CAMPBELL WEBB #2-28	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Coquina Oil Corporation, et al	OPERATING AGREEMENT Dated: 02/13/1981 ¹	006291	CAMPBELL WEBB #1-28	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Coquina Oil Corporation, et al	OPERATING AGREEMENT Dated: 02/13/1981 ¹	031042	CAMPBELL WEBB #2-28	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hamilton Brothers Oil Company TRIGG DRILLING COMPANY, ET AL	OPERATING AGREEMENT Dated: 03/15/1981 ¹	044632	YOUNG #303H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hamilton Brothers Oil Company TRIGG DRILLING COMPANY, ET AL	OPERATING AGREEMENT Dated: 03/15/1981 ¹	046743	YOUNG #305H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pioneer Production Corporation CNR Resources, Inc., et al	OPERATING AGREEMENT Dated: 08/04/1981 ¹	007167	SANTA FE #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation TRIGG DRILLING COMPANY, ET AL	OPERATING AGREEMENT Dated: 08/07/1981 ¹	006303	MCCOY #2-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Trigg Drilling Company, et al.	OPERATING AGREEMENT Dated: 08/07/1981 ¹	006303	MCCOY #2-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Trigg Drilling Company, Inc.	OPERATING AGREEMENT Dated: 08/07/1981 ¹	048264	MORNING STAR	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Trigg Drilling Company, Inc., et al	OPERATING AGREEMENT Dated: 08/07/1981 ¹	006307	HEFLEY #3-32	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Oil Field Systems Corp., et al	OPERATING AGREEMENT Dated: 08/10/1981 ¹	006307	HEFLEY #3-32	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Page Petroleum, Inc., et al	OPERATING AGREEMENT Dated: 10/22/1981 ¹	006719	ROGERS E. 1-259	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Page Petroleum, Inc., et al.	OPERATING AGREEMENT Dated: 10/22/1981 ¹	006719	ROGERS E. 1-259	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Page Petroleum, Inc., et al.	OPERATING AGREEMENT Dated: 10/22/1981 ¹	045229	AITKENHEAD #2-259H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Page Petroleum, Inc., et al.	OPERATING AGREEMENT Dated: 10/22/1981 ¹	045331	AITKENHEAD A #3259H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bracken Exploration Company Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/20/1981 ¹	006355	FILLINGIM #2-20	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Richard O. Harris	OPERATING AGREEMENT Dated: 12/14/1981 ¹	044931	DUKES 7-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Richard O. Harris, et al	OPERATING AGREEMENT Dated: 12/14/1981 ¹	043098	DUKES #7-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Richard O. Harris, et al	OPERATING AGREEMENT Dated: 12/14/1981 ¹		0 DUKES 7-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Richard O. Harris, et al	OPERATING AGREEMENT Dated: 12/14/1981 ¹	043284	DUKES #7B-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Richard O. Harris, et al	OPERATING AGREEMENT Dated: 12/14/1981 ¹		0 DUKES 7B-5	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Richard O. Harris, et al	OPERATING AGREEMENT Dated: 12/14/1981 ¹	044931	DUKES #7-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northwest Exploration Company Exxon Corporation	OPERATING AGREEMENT Dated: 12/15/1981 ¹	048258	MCGUIRE 12-11-26 8HH	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 12/15/1981 ¹	044377	ROBERTS #1-12	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY ENI Joint Venture 1980 II, et al	OPERATING AGREEMENT Dated: 12/17/1981 ¹	002309	MCQUIDDY	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY ENI Joint Venture 1980 II, et al	OPERATING AGREEMENT Dated: 12/17/1981 ¹	031183	MCQUIDDY #2-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY ENI Joint Venture 1980 II, et al	OPERATING AGREEMENT Dated: 12/17/1981 ¹	032869	MCQUIDDY #3-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY ENI Joint Venture 1980 II, et al	OPERATING AGREEMENT Dated: 12/17/1981 ¹	033056	MCQUIDDY #4-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY ENI Joint Venture 1980 XI, et al	OPERATING AGREEMENT Dated: 12/17/1981 ¹	031183	MCQUIDDY #2-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY ENI Joint Venture 1980 XI, et al	OPERATING AGREEMENT Dated: 12/17/1981 ¹	033056	MCQUIDDY #4-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham Company, Inc. George W. Arrington, et al	OPERATING AGREEMENT Dated: 01/06/1982 ¹	007129	DIXIE #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham, Inc. Russell Duckworth, et al	OPERATING AGREEMENT Dated: 01/06/1982 ¹	007164	DIXIE #1-A	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham, Inc. Russell Duckworth, et al.	OPERATING AGREEMENT Dated: 01/06/1982 ¹	007129	DIXIE #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham, Inc. Russell Duckworth, et al.	OPERATING AGREEMENT Dated: 01/06/1982 ¹	007164	DIXIE #1-A	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Malouf Abraham, Inc. Russell Duckworth, et al.	OPERATING AGREEMENT Dated: 01/06/1982 ¹	031000	DIXIE #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation ARKLA EXPLORATION COMPANY	OPERATING AGREEMENT Dated: 01/08/1982 ¹	037304	STILES 68 #4-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation ARKLA EXPLORATION COMPANY	OPERATING AGREEMENT Dated: 01/08/1982 ¹	042419	STILES 68 #15-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	005886	STILES 68 #8-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	035645	STILES 68 #2-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	036272	STILES 68 #9-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	036343	STILES 68 #3-68 (APACHE)	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	037304	STILES 68 #4-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	038601	STILES 68 #5-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	039044	STILES 68 #7-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	039407	STILES 68 #6-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	040097	STILES 68 #12-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	041066	STILES 68 #13-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	041633	STILES 68 #11-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	042324	STILES 68 #14-68R	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	042419	STILES 68 #15-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	044538	STILES 68 SL #16-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	044539	STILES 68 SL #18-68H	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	045443	Stiles 68 SL #17-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	045466	Stiles 68 SL #20-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	045484	Stiles 68 SL #19-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	046730	Stiles 68 SL #21-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	047115	STILES 68 SL #22-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	047288	Stiles 68 #24-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	047388	STILES 68 #25-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	047455	Stiles 68 #26-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	047719	Stiles 68 #27-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	047734	STILES 68 #23-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	048171	Stiles 68 #29-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	048254	STILES 68 #28-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	048255	STILES 68 #30-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	049197	Stiles 68 #31-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 01/08/1982 ¹	049315	Stiles 68 #32-68H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bracken Exploration Company Page Petroleum, Inc., et al	OPERATING AGREEMENT Dated: 01/18/1982 ¹	006540	AITKENHEAD #2-20	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	OTex Energy, Inc. Pioneer Production Corporation, et al.	OPERATING AGREEMENT Dated: 02/04/1982 ¹	007157	PARR #1-36	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pioneer Production Corporation Otex Energy, Inc., et al	OPERATING AGREEMENT Dated: 02/04/1982 ¹	007157	PARR #1-36	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	023267	SOPHIA #1-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	025778	SOPHIA #2-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	026459	SOPHIA #29-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	038282	SOPHIA #18-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	038460	SOPHIA #21-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	039352	SOPHIA #12-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	039353	SOPHIA #14-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	040433	SOPHIA #4-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	040669	SOPHIA #8-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	040851	SOPHIA #6-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	040883	SOPHIA #10-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	040884	SOPHIA #15-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	040885	SOPHIA #9-50	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail InterNorth, Inc.	OPERATING AGREEMENT Dated: 02/11/1982 ¹	042110	SOPHIA 17-50	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Ozark Mahoning Company, et al	OPERATING AGREEMENT Dated: 03/08/1982 ¹	006363	BRITT #1-29	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Ozark Mahoning Company, et al.	OPERATING AGREEMENT Dated: 03/08/1982 ¹	006363	BRITT #1-29	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Unit Drilling & Exploration Co., et al	OPERATING AGREEMENT Dated: 05/26/1982 ¹	006359	PURVIS #1-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Unit Drilling & Exploration Company, et al	OPERATING AGREEMENT Dated: 05/26/1982 ¹	006359	PURVIS #1-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Tri-Service Drilling Company	OPERATING AGREEMENT Dated: 06/08/1982 ¹	004796	URSCHEL #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cambridge & Nail Tri-Service Drilling Company, et al	OPERATING AGREEMENT Dated: 06/08/1982 ¹	004796	URSCHEL #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Phillips Petroleum Company, et al	OPERATING AGREEMENT Dated: 07/02/1982 ¹	005755	ALEXANDER #1-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Phillips Petroleum Company, et al.	OPERATING AGREEMENT Dated: 07/02/1982 ¹	005755	ALEXANDER #1-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Phillips Petroleum Company, et al.	OPERATING AGREEMENT Dated: 07/02/1982 ¹	034565	ALEXANDER #2-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Phillips Petroleum Company, et al.	OPERATING AGREEMENT Dated: 07/02/1982 ¹	1059095	Parnell 7 SL 4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Phillips Petroleum Company, et al.	OPERATING AGREEMENT Dated: 07/02/1982 ¹	1059096	Parnell 7-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 07/08/1982 ¹	036272	STILES 68 #9-68	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	American Quasar Petroleum Co. Chevron Oil Company, et al	OPERATING AGREEMENT Dated: 07/09/1982 ¹	021306	BRYANT 1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	American Quasar Petroleum Company of New Mexico MRT Exploration Company, et al	OPERATING AGREEMENT Dated: 07/09/1982 ¹	021306	BRYANT 1-22	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	American Quasar Petroleum Company of New Mexico MRT Exploration Company, et al	OPERATING AGREEMENT Dated: 07/09/1982 ¹	025196	BRYANT #2-44	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	American Quasar Petroleum Company of New Mexico MRT Exploration Company, et al	OPERATING AGREEMENT Dated: 07/09/1982 ¹	025345	BRYANT #3-44	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	American Quasar Petroleum Company of New Mexico MRT Exploration Company, et al	OPERATING AGREEMENT Dated: 07/09/1982 ¹	025435	BRYANT #4-44	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	American Quasar Petroleum Company of New Mexico MRT Exploration Company, et al	OPERATING AGREEMENT Dated: 07/09/1982 ¹	025845	BRYANT #5-44	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	American Quasar Petroleum Company of New Mexico MRT Exploration Company, et al	OPERATING AGREEMENT Dated: 07/09/1982 ¹	047854	Bryant 2022	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	American Quasar Petroleum Company of New Mexico MRT Exploration Company, et al	OPERATING AGREEMENT Dated: 07/09/1982 ¹	047855	Bryant 3022	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kaiser-Francis Oil Company Sun Exploration and Production Company	OPERATING AGREEMENT Dated: 09/09/1982 ¹	006885	DONALDSON 1-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kaiser-Francis Oil Company Sun Exploration and Production Company, et al.	OPERATING AGREEMENT Dated: 09/09/1982 ¹	006885	DONALDSON 1-17	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kaiser-Francis Oil Company Sun Exploration and Production Company, et al.	OPERATING AGREEMENT Dated: 09/09/1982 ¹	045389	Donaldson-Allison 4017H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kaiser-Francis Oil Company Sun Exploration and Production Company, et al.	OPERATING AGREEMENT Dated: 09/09/1982 ¹	046007	Donaldson-Allison 5017H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kaiser-Francis Oil Company Sun Exploration and Production Company	OPERATING AGREEMENT Dated: 09/09/1982 ¹	046007	Donaldson-Allison 5017H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Phillips Petroleum Company, et al	OPERATING AGREEMENT Dated: 11/01/1982 ¹	005750	JONES ESTATE #1-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Newport Petroleums, Inc. Patrick Petroleum Corporation of Michigan	OPERATING AGREEMENT Dated: 04/15/1983 ¹	006444	DAVIS #3-64	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Newport Petroleums, Inc. Chester Lambert, et al	OPERATING AGREEMENT Dated: 05/01/1983 ¹	006444	DAVIS #3-64	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Hamilton Brothers Oil Company, et al	OPERATING AGREEMENT Dated: 05/12/1983 ¹	005990	YOUNG TRUST #2-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Hamilton Brothers Oil Company, et al	OPERATING AGREEMENT Dated: 05/12/1983 ¹	006388	YOUNG TRUST #1-4	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Hamilton Brothers Oil Company, et al	OPERATING AGREEMENT Dated: 05/12/1983 ¹	044775	YOUNG TRUST 404H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Hamilton Brothers Oil Company, et al	OPERATING AGREEMENT Dated: 05/12/1983 ¹	046278	YOUNG TRUST #504H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Hamilton Brothers Oil Company, et al	OPERATING AGREEMENT Dated: 05/12/1983 ¹	1050618	Young Trust 604H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 08/12/1983 ¹	005990	YOUNG TRUST #2-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron U.S.A. Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 09/09/1983 ¹	046270	WISE #9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation BRACKEN EXPLORATION COMPANY	OPERATING AGREEMENT Dated: 09/09/1983 ¹	036834	HELTON #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation BRACKEN EXPLORATION COMPANY	OPERATING AGREEMENT Dated: 09/09/1983 ¹	041114	WISE #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation BRACKEN EXPLORATION COMPANY	OPERATING AGREEMENT Dated: 09/09/1983 ¹	041913	WISE #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Bracken Exploration Company, et al	OPERATING AGREEMENT Dated: 09/09/1983 ¹	006355	FILLINGIM #2-20	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Bracken Exploration Company, et al	OPERATING AGREEMENT Dated: 09/09/1983 ¹	006405	FILLINGIM #1-89	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Bracken Exploration Company, et al	OPERATING AGREEMENT Dated: 09/09/1983 ¹	045493	WISE #8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Bracken Exploration Company, et al.	OPERATING AGREEMENT Dated: 09/09/1983 ¹	006405	FILLINGIM #1-89	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Bracken Exploration Company, et al.	OPERATING AGREEMENT Dated: 09/09/1983 ¹	034994	PURYEAR #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Bracken Exploration Company, et al.	OPERATING AGREEMENT Dated: 09/09/1983 ¹	041114	WISE #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Bracken Exploration Company, et al.	OPERATING AGREEMENT Dated: 09/09/1983 ¹	041750	HEFLEY 28 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Bracken Exploration Company, et al.	OPERATING AGREEMENT Dated: 09/09/1983 ¹	041913	WISE #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Bracken Exploration Company, et al.	OPERATING AGREEMENT Dated: 09/09/1983 ¹	045493	WISE #8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Bracken Exploration Company, et al.	OPERATING AGREEMENT Dated: 09/09/1983 ¹	046270	WISE #9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation MEM 1983 Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 11/03/1983 ¹	006406	KIKER-AMOCO #1-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation MEM 1983 Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 11/03/1983 ¹	006926	KIKER-AMOCO #2-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation MEM 1983 Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 11/03/1983 ¹	006406	KIKER-AMOCO #1-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation MEM 1983 Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 11/03/1983 ¹	006926	KIKER-AMOCO #2-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation MEM 1983 Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 11/03/1983 ¹	045632	KIKER-AMOCO #6-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Tenneco Oil Company Mesa Petroleum Co.	OPERATING AGREEMENT Dated: 01/01/1984 ¹	007441	BARBY LLOYD #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amoco Production Company Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 08/27/1984 ¹	006436	GLISAN AMOCO #1-12	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amoco Production Company Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 08/27/1984 ¹	006436	GLISAN AMOCO #1-12	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amoco Production Company Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 08/27/1984 ¹	045614	Glisan-Amoco 12 #3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amoco Production Company Dyco Petroleum Corporation	OPERATING AGREEMENT Dated: 09/21/1984 ¹	046104	JONES-AMOCO #2-18H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amoco Production Company Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 09/21/1984 ¹	046104	JONES-AMOCO #2-18H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amoco Production Company Dyco Petroleum Corporation, et al.	OPERATING AGREEMENT Dated: 09/21/1984 ¹	1052354	Jones-Amoco 3 #18H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 12/01/1984 ¹	006444	DAVIS #3-64	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 12/01/1984 ¹	045376	DAVIS 64 5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 12/01/1984 ¹	047074	DAVIS 64 6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 12/01/1984 ¹	047248	DAVIS 64 7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M. 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 12/01/1984 ¹	006444	DAVIS #3-64	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M. 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 12/01/1984 ¹	021573	DAVIS, E T #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kerr-McGee Corporation Challenger Minerals Inc., et al.	OPERATING AGREEMENT Dated: 04/05/1985 ¹	005882	DUKES, JOE #1-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kerr-McGee Corporation Challenger Minerals Inc., et al.	OPERATING AGREEMENT Dated: 04/05/1985 ¹	045337	DUKES, JOE 4 #2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kerr-McGee Corporation Challenger Minerals, Inc., et al	OPERATING AGREEMENT Dated: 04/05/1985 ¹	005882	DUKES, JOE #1-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 04/10/1985 ¹	006462	IVESTER #1-57	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 04/10/1985 ¹	045496	IVESTOR 57 SL #2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 04/10/1985 ¹	046733	IVESTOR 57 SL #4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 04/10/1985 ¹	046908	IVESTOR 57 SL #5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 04/10/1985 ¹	046947	IVESTOR 57 SL #6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 04/10/1985 ¹	047451	IVESTOR 57 SL #7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation M.E.M 1984-D Drilling Fund, L.P., et al	OPERATING AGREEMENT Dated: 04/10/1985 ¹	047452	IVESTOR 57 SL #8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation MEM 1984-D Drilling Fund, L.P.	OPERATING AGREEMENT Dated: 04/10/1985 ¹	006462	IVESTER #1-57	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Murexco Petroleum, Inc. Panther Oil & Gas Limited Partnership	OPERATING AGREEMENT Dated: 07/29/1986 ¹	045237	THOMAS #5-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 08/15/1986 ¹	039330	HUFF RANCH 47-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Sohio Petroleum Company Sanguine, Ltd., et al	OPERATING AGREEMENT Dated: 11/01/1986 ¹	006680	DODSON 1-36	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Troy D. Jones, et al	OPERATING AGREEMENT Dated: 11/12/1986 ¹	006679	HALL 3-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Troy D. Jones, et al	OPERATING AGREEMENT Dated: 11/12/1986 ¹	044436	Hall 3 #4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation BCS 1985 Limited Partnership, et al	OPERATING AGREEMENT Dated: 12/16/1986 ¹	006694	BEGERT #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation BCS 1985 Limited Partnership, et al.	OPERATING AGREEMENT Dated: 12/16/1986 ¹	006694	BEGERT #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Ladd Petroleum Corporation Santa Fe Energy Operating Partners, LP	OPERATING AGREEMENT Dated: 02/03/1987 ¹	044696	MCMAHAN 22-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Ladd Petroleum Corporation Santa Fe Energy Operating Partners, LP	OPERATING AGREEMENT Dated: 02/03/1987 ¹	045215	McMahan 22-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Ladd Petroleum Corporation Santa Fe Energy Operating Partners, LP	OPERATING AGREEMENT Dated: 02/03/1987 ¹	046223	McMahan 22-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SANTA FE ENERGY OPERATING PARTNERS, L.P. Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	037732	BRITT RANCH E #8-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SANTA FE ENERGY OPERATING PARTNERS, L.P. Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	038291	BRITT RANCH E 8 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SANTA FE ENERGY OPERATING PARTNERS, L.P. Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	038554	BRITT RANCH E 8 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	037732	BRITT RANCH E #8-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	038290	BRITT RANCH E 8 #5	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	038291	BRITT RANCH E 8 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	038554	BRITT RANCH E 8 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	039476	BRITT RANCH E 8 #7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	040436	BRITT RANCH E 8 #8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	041857	BRITT RANCH E 8 #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	042407	BRITT RANCH E 8 #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	044657	BRITT E 8SL-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	044658	Britt E 8SL-12	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	046086	BRITT RANCH E 8-13H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Santa Fe Energy Operating Partners, LP Ladd Petroleum Corporation	OPERATING AGREEMENT Dated: 02/03/1987 ¹	046088	BRITT RANCH E 8-16H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 02/03/1987 ¹	006542	MCMORDIE #1-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 02/03/1987 ¹	006543	MCMORDIE #2-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 02/03/1987 ¹	045471	McMordie 308H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 02/24/1987 ¹	006566	STEELE-YOUNG #2-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	037541	STANLEY #49-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	038869	BLACK ONA #49-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	045668	BLACK #49-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	045669	BLACK TRUST #49-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	045670	BLACK #49-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	046883	BLACK ONA 49SL-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	046884	Black Trust 49-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	046885	BLACK ONA 49SL-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	047967	BLACK ONA 49-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	047968	BLACK ONA 49-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	048242	Black Trust 49-10H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DAVID MUNSON, ET AL	OPERATING AGREEMENT Dated: 02/26/1987 ¹	048244	BLACK ONA 49 SL-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Oil Field Systems Corp., et al	OPERATING AGREEMENT Dated: 08/10/1987 ¹	006307	HEFLEY #3-32	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Marsh Operating Company St. Paul Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1987 ¹	037581	ZYBACH #3-26	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Marsh Operating Company St. Paul Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1987 ¹	038826	ZYBACH #4-26	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Marsh Operating Company St. Paul Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1987 ¹	038989	ZYBACH #6-26	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Marsh Operating Company St. Paul Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1987 ¹	039527	ZYBACH #2-26	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Marsh Operating Company St. Paul Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1987 ¹	040564	ZYBACH #1-26	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Marsh Operating Company St. Paul Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1987 ¹	045761	Zybach 26 #5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Marsh Operating Company St. Paul Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1987 ¹	046162	Zybach 26 #7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Marsh Operating Company St. Paul Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1987 ¹	046701	Zybach 26 #8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Marsh Operating Company St. Paul Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1987 ¹	047632	Zybach 26 SL #9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Marsh Operating Company St. Paul Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 09/01/1987 ¹	047736	ZYBACH 26 SL #10H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	MARSH OPERATING COMPANY (NOW DEVON) ST. PAUL OIL AND GAS CORPORATION	OPERATING AGREEMENT Dated: 09/01/1987 ¹	037581	ZYBACH #3-26	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	MARSH OPERATING COMPANY (NOW DEVON) ST. PAUL OIL AND GAS CORPORATION	OPERATING AGREEMENT Dated: 09/01/1987 ¹	038826	ZYBACH #4-26	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	MARSH OPERATING COMPANY (NOW DEVON) ST. PAUL OIL AND GAS CORPORATION	OPERATING AGREEMENT Dated: 09/01/1987 ¹	038989	ZYBACH #6-26	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Sanguine, Ltd., et al	OPERATING AGREEMENT Dated: 10/12/1987 ¹	006710	WALLACE 1-35	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Page Petroleum, Inc., et al	OPERATING AGREEMENT Dated: 10/22/1987 ¹	006719	ROGERS E. 1-259	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY Trafalgar House Oil & Gas, Inc.	OPERATING AGREEMENT Dated: 01/05/1988 ¹	042325	THOMAS #5-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY Trafalgar House Oil & Gas, Inc.	OPERATING AGREEMENT Dated: 01/05/1988 ¹	043826	THOMAS #5-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY Trafalgar House Oil & Gas, Inc.	OPERATING AGREEMENT Dated: 01/05/1988 ¹	045237	THOMAS #5-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY Trafalgar House Oil & Gas, Inc.	OPERATING AGREEMENT Dated: 01/05/1988 ¹	045663	THOMAS #5-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY Trafalgar House Oil & Gas, Inc.	OPERATING AGREEMENT Dated: 01/05/1988 ¹	045876	Thomas 5 SL-11H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY Trafalgar House Oil & Gas, Inc.	OPERATING AGREEMENT Dated: 01/05/1988 ¹	047082	THOMAS #5-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY Trafalgar House Oil & Gas Inc., et al	OPERATING AGREEMENT Dated: 01/05/1988 ¹	043746	THOMAS #2-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY Trafalgar House Oil & Gas Inc., et al	OPERATING AGREEMENT Dated: 01/05/1988 ¹	045664	THOMAS #5-10H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY Trafalgar House Oil & Gas Inc., et al	OPERATING AGREEMENT Dated: 01/05/1988 ¹	047082	THOMAS #5-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation New Jersey Natural Resources Company	OPERATING AGREEMENT Dated: 06/17/1988 ¹	006742	ZYBACH 1-13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation New Jersey Natural Resources Company	OPERATING AGREEMENT Dated: 06/17/1988 ¹	041665	ZYBACH 2-13H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation New Jersey Natural Resources Company	OPERATING AGREEMENT Dated: 06/17/1988 ¹	042756	Zybach 3-13H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation New Jersey Natural Resources Company	OPERATING AGREEMENT Dated: 06/17/1988 ¹	044574	ZYBACH #5-13H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation New Jersey Natural Resources Company	OPERATING AGREEMENT Dated: 06/17/1988 ¹	045233	Zybach #6-13H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dyco Petroleum Corporation Oil Field Systems Corp., et al	OPERATING AGREEMENT Dated: 06/17/1988 ¹	006742	ZYBACH 1-13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	WOODS PETROLEUM CORPORATION WAINOCO OIL & GAS COMPANY	OPERATING AGREEMENT Dated: 06/17/1988 ¹	044574	ZYBACH #5-13H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 07/17/1988 ¹	006742	ZYBACH 1-13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	044763	BLACK #50-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	045392	BLACK #50-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	045812	Reed 31-4H	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	045813	Reed 31-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	045875	Reed 31-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	046011	BLACK #50-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	046559	Reed 31 SL-7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	046560	Reed 31 SL-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	046886	BLACK 50SL-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	047252	Reed 31-10H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	047253	Reed 31-11H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	047254	Reed 31-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	047255	Reed 31-13H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	047284	BLACK #50-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	047285	BLACK #50-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	047966	BLACK #50-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	048243	BLACK 50SL-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY DONALD L. BAGWELL, ET AL	OPERATING AGREEMENT Dated: 08/01/1988 ¹	048260	Black 50 SL-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY Arrowstone Petroleum Corporation et al	OPERATING AGREEMENT Dated: 10/01/1988 ¹	013295	MORRISON #33-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 10/25/1988 ¹	006997	SOONER #1-35	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Sohio Petroleum Company Anson Company, et al	OPERATING AGREEMENT Dated: 12/15/1988 ¹	005498	INEZ #2-24	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	FRONTIER OPERATING CORP. FRONTIER NATURAL GAS, CORP.	OPERATING AGREEMENT Dated: 12/01/1990 ¹	041861	CAMPBELL, JW 2-9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	FRONTIER OPERATING CORP. FRONTIER NATURAL GAS, CORP.	OPERATING AGREEMENT Dated: 12/01/1990 ¹	042666	CAMPBELL, JW 3-9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Grace Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 12/20/1990 ¹	036068	CAMPBELL #4-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Grace Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 12/20/1990 ¹	036069	CAMPBELL #3-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Helmerich & Payne, Inc. May Petroleum Company, et al	OPERATING AGREEMENT Dated: 01/01/1994 ¹	006967	CUPP A1-34	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Grace Petroleum Corporation Dyco Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 02/23/1994 ¹	036069	CAMPBELL #3-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Canyon Exploration Co. Ward Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 02/08/1995 ¹	045627	NELL PATSY #2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Pablo, Inc.	OPERATING AGREEMENT Dated: 09/14/1995 ¹	038878	PABLO #2-32	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Pablo, Inc.	OPERATING AGREEMENT Dated: 09/14/1995 ¹	039079	PABLO #3-32	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Pablo, Inc.	OPERATING AGREEMENT Dated: 09/14/1995 ¹	040995	PABLO #9-32	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Pablo, Inc.	OPERATING AGREEMENT Dated: 09/14/1995 ¹	040996	PABLO 32 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Pablo, Inc.	OPERATING AGREEMENT Dated: 09/14/1995 ¹	041307	PABLO #1-32	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Pablo, Inc.	OPERATING AGREEMENT Dated: 09/14/1995 ¹	041958	PABLO 32 #4	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Pablo, Inc.	OPERATING AGREEMENT Dated: 09/14/1995 ¹	041995	PABLO 32 #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Pablo, Inc.	OPERATING AGREEMENT Dated: 09/14/1995 ¹	042423	PABLO 32 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Pablo, Inc.	OPERATING AGREEMENT Dated: 09/14/1995 ¹	042447	PABLO 32 #7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Pablo, Inc.	OPERATING AGREEMENT Dated: 09/14/1995 ¹	042808	PABLO 32 #14	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Kerr-McGee Corporation Challenger Minerals, Inc., et al	OPERATING AGREEMENT Dated: 10/27/1995 ¹	005882	DUKES, JOE #1-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	BRIGHAM OIL & GAS, L.P. STEPHENS PRODUCTION COMPANY	OPERATING AGREEMENT Dated: 07/15/1997 ¹	036766	HOBART 19 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP STEPHENS PRODUCTION COMPANY	OPERATING AGREEMENT Dated: 07/15/1997 ¹	042373	WASHITA RANCH 22 #1-H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	036766	HOBART 19 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	036977	HOBART 60 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	036978	HOBART 60 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	037320	HOBART 19 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	037617	HOBART 60 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	038633	HOBART 60 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	042020	WASHITA RANCH 22 #2-H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	042373	WASHITA RANCH 22 #1-H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	043103	HOBART 60 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	043139	HOBART 60 #8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	043191	WASHITA RANCH 19 #1-H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	043300	WASHITA RANCH 22 #6-H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Brigham Oil & Gas, LP Stephens Production Company, et al	OPERATING AGREEMENT Dated: 07/15/1997 ¹	1050197	Hobart Ranch 19-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Amarillo Oil Company Earl T. Smith & Associates, Inc., et al	OPERATING AGREEMENT Dated: 10/03/1997 ¹	1050108	Dukes 7-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cotton Petroleum Corporation Dycos Petroleum Corporation, et al	OPERATING AGREEMENT Dated: 11/09/1997 ¹	035033	HOBART 49 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY Phillips Petroleum Company	OPERATING AGREEMENT Dated: 01/27/1998 ¹	031183	MCQUIDDY #2-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	014044	HUFF RANCH 48 SL-15H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	039869	MCCOY #27-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	041170	MCCOY 27-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	042325	THOMAS #5-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	042408	MCCOY 27-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	042740	MCCOY 27-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	043020	MCCOY 27-7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	043102	MCCOY 27-6	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	043445	MCCOY #27-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	043660	MCCOY 27-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	043746	THOMAS #2-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	043826	THOMAS #5-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	043853	MCCOY 27-9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	043854	MCCOY 27-10H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	045156	THOMAS #5-7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	046108	MCCOY 27-11H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	046217	Dupont 1-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	047019	DUPONT 1-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	047022	Dupont 1-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	047185	MCCOY 27-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	049002	Dupont 1-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	EEX E&P Company, LP EEX Operating LP, et al	OPERATING AGREEMENT Dated: 07/19/2000 ¹	049003	Dupont 1-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	CABOT OIL & GAS CORPORATION EEX E&P COMPANY, L.P., ET AL	OPERATING AGREEMENT Dated: 07/19/2000 ¹	045622	Hunter 30-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. SAMSON	OPERATING AGREEMENT Dated: 04/09/2002 ¹	036630	NOAH #8-06P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. SAMSON	OPERATING AGREEMENT Dated: 04/09/2002 ¹	036644	NOAH #8-10P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson, et al	OPERATING AGREEMENT Dated: 04/09/2002 ¹	034699	NOAH #8-12P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson, et al	OPERATING AGREEMENT Dated: 04/09/2002 ¹	036321	NOAH #8-14P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson, et al	OPERATING AGREEMENT Dated: 04/09/2002 ¹	036630	NOAH #8-06P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson, et al	OPERATING AGREEMENT Dated: 04/09/2002 ¹	036644	NOAH #8-10P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson, et al	OPERATING AGREEMENT Dated: 04/09/2002 ¹	037262	NOAH #0802P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson, et al	OPERATING AGREEMENT Dated: 04/09/2002 ¹	043575	NOAH 0813H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson, et al	OPERATING AGREEMENT Dated: 04/09/2002 ¹	049206	NOAH 0818H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 09/16/2003 ¹	035944	ATHERTON #2-69	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 09/16/2003 ¹	036076	ATHERTON #3-69	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 09/16/2003 ¹	036104	ATHERTON #4-69	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 09/16/2003 ¹	036219	ATHERTON 69 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 09/16/2003 ¹	036220	ATHERTON 69 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 09/16/2003 ¹	036724	ATHERTON #14-69	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Bravo Natural Resources, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 09/16/2003 ¹	036838	ATHERTON #12-69	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 10/22/2003 ¹	039099	MENDOTA RANCH #36-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 10/22/2003 ¹	039100	MENDOTA RANCH 36D #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 10/22/2003 ¹	039786	MENDOTA RANCH #13-7R	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 10/22/2003 ¹	040004	COFFEE #12-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 10/22/2003 ¹	040457	COFFEE #12-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 10/22/2003 ¹	041488	COFFEE #12-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 10/22/2003 ¹	041900	MENDOTA RANCH #13-9 SWD	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 10/22/2003 ¹	042316	MENDOTA RANCH 36D #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 10/22/2003 ¹	046736	MENDOTA RANCH 36 #11H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 10/22/2003 ¹	046926	MENDOTA RANCH 36 #12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership PATINA OIL & GAS CORPORATION	OPERATING AGREEMENT Dated: 11/11/2003 ¹	036584	FILLINGIM 44 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership PATINA OIL & GAS CORPORATION	OPERATING AGREEMENT Dated: 11/11/2003 ¹	036904	FILLINGIM 44 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Patina Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 11/11/2003 ¹	034855	FILLINGIM 44 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Patina Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 11/11/2003 ¹	036431	FILLINGIM 44 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Patina Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 11/11/2003 ¹	036584	FILLINGIM 44 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Patina Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 11/11/2003 ¹	036904	FILLINGIM 44 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Patina Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 11/11/2003 ¹	037545	FILLINGIM 44 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Patina Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 11/11/2003 ¹	037804	FILLINGIM 44 #14	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Patina Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 11/11/2003 ¹	038358	FILLINGIM 44 #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Patina Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 11/11/2003 ¹	042804	FILLINGIM 44 #11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Patina Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 11/11/2003 ¹	042902	FILLINGIM 44 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Patina Oil & Gas Corporation, et al	OPERATING AGREEMENT Dated: 11/11/2003 ¹	042903	FILLINGIM 44 #15	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR LP PATINA OIL & GAS CORPORATION	OPERATING AGREEMENT Dated: 11/11/2003 ¹	037545	FILLINGIM 44 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR LP PATINA OIL & GAS CORPORATION	OPERATING AGREEMENT Dated: 11/11/2003 ¹	037958	FILLINGIM 44 SWD #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR LP PATINA OIL & GAS CORPORATION	OPERATING AGREEMENT Dated: 11/11/2003 ¹	038358	FILLINGIM 44 #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Apache Corporation Arkla Exploration Company, et al	OPERATING AGREEMENT Dated: 12/10/2003 ¹	039404	NAOMI #1-16A	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SANGUINE GAS EXPLORATION, LLC None	OPERATING AGREEMENT Dated: 12/10/2003 ¹	038796	MILLS RANCH #1-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SANGUINE GAS EXPLORATION, LLC None	OPERATING AGREEMENT Dated: 12/10/2003 ¹	039404	NAOMI #1-16A	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SANGUINE GAS EXPLORATION, LLC None	OPERATING AGREEMENT Dated: 12/10/2003 ¹	042539	DAVIDSON #1AR-39	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SANGUINE GAS EXPLORATION, LLC None	OPERATING AGREEMENT Dated: 12/10/2003 ¹	043407	DAVIDSON #2-39	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SANGUINE GAS EXPLORATION, LLC Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 12/10/2003 ¹	038796	MILLS RANCH #1-40	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2004 ¹	036552	FILLINGIM 4005P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2004 ¹	036553	FILLINGIM 4003P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 02/01/2004 ¹	036235	FILLINGIM 4004P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 02/01/2004 ¹	036552	FILLINGIM 4005P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 02/01/2004 ¹	036553	FILLINGIM 4003P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 02/01/2004 ¹	039271	FILLINGIM #4020P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 02/01/2004 ¹	039272	FILLINGIM #4021P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 02/01/2004 ¹	039742	FILLINGIM #4019P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 02/01/2004 ¹	039978	FILLINGIM #4022P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 02/01/2004 ¹	040006	FILLINGIM #4006P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 02/01/2004 ¹	040561	FILLINGIM 4002P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 02/01/2004 ¹	039271	FILLINGIM #4020P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 02/01/2004 ¹	039272	FILLINGIM #4021P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 02/01/2004 ¹	040006	FILLINGIM #4006P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Patina Oil & Gas Corporation SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 02/01/2004 ¹	040561	FILLINGIM 4002P	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 05/04/2004 ¹	045493	WISE #8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership CHEVRON U.S.A. INC.	OPERATING AGREEMENT Dated: 05/10/2004 ¹	036897	CLIFFORD #3-30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Zephyr Operating Co., LLC	OPERATING AGREEMENT Dated: 05/21/2004 ¹	006405	FILLINGIM #1-89	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC TEXAKOMA OIL & GAS CORP	OPERATING AGREEMENT Dated: 05/23/2004 ¹	037302	HOLT 19 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 06/01/2004 ¹	036581	CAMPBELL RANCH #1-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 06/01/2004 ¹	036751	CAMPBELL RANCH #2-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 06/01/2004 ¹	036767	CAMPBELL RANCH #3-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 06/01/2004 ¹	036877	CAMPBELL RANCH #4-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 06/01/2004 ¹	037946	CAMPBELL RANCH #5-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 06/01/2004 ¹	039556	MENDOTA RANCH #11-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 06/01/2004 ¹	039721	MENDOTA RANCH #11-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 06/01/2004 ¹	037946	CAMPBELL RANCH #5-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 07/13/2004 ¹	036684	VOLLMERT #1-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 07/13/2004 ¹	040749	COFFEE #1-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 07/13/2004 ¹	041025	COFFEE #1-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 07/13/2004 ¹	041122	COFFEE #1-4	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 07/13/2004 ¹	041291	COFFEE #1-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Texakoma Oil & Gas Corporation	OPERATING AGREEMENT Dated: 07/22/2004 ¹	037302	HOLT 19 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Texakoma Oil & Gas Corporation	OPERATING AGREEMENT Dated: 07/22/2004 ¹	039787	HOLT 19 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Texakoma Oil & Gas Corporation	OPERATING AGREEMENT Dated: 07/22/2004 ¹	040577	HOLT 19 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Texakoma Oil & Gas Corporation	OPERATING AGREEMENT Dated: 07/22/2004 ¹	041666	HOLT 19 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Texakoma Oil & Gas Corporation	OPERATING AGREEMENT Dated: 07/22/2004 ¹	042137	Holt 19 #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Texakoma Oil & Gas Corporation	OPERATING AGREEMENT Dated: 07/22/2004 ¹	042138	HOLT 19 #7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 08/01/2004 ¹	036730	MENDOTA RANCH 51C #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 08/01/2004 ¹	037288	MENDOTA RANCH 51B #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 08/01/2004 ¹	039475	MENDOTA RANCH #51D-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 08/01/2004 ¹	039553	MENDOTA RANCH #51C-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 08/01/2004 ¹	039554	MENDOTA RANCH #51A-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 08/01/2004 ¹	039555	MENDOTA RANCH #51A-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 08/01/2004 ¹	039785	MENDOTA RANCH #51B-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 08/01/2004 ¹	039862	MENDOTA RANCH #51D-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 08/01/2004 ¹	037288	MENDOTA RANCH 51B #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership ABRAHAM OIL & GAS LTD	OPERATING AGREEMENT Dated: 09/01/2004 ¹	036752	FILLINGIM 40 #11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Farmer's Union Cooperative Royalty Company, et al	OPERATING AGREEMENT Dated: 09/01/2004 ¹	036752	FILLINGIM 40 #11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Farmer's Union Cooperative Royalty Company, et al	OPERATING AGREEMENT Dated: 09/01/2004 ¹	037622	FILLINGIM 40 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Farmer's Union Cooperative Royalty Company, et al	OPERATING AGREEMENT Dated: 09/01/2004 ¹	038854	FILLINGIM 40 #14	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR LP ABRAHAM OIL & GAS LTD	OPERATING AGREEMENT Dated: 09/01/2004 ¹	037622	FILLINGIM 40 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR LP PATINA OIL & GAS CORPORATION	OPERATING AGREEMENT Dated: 09/01/2004 ¹	038854	FILLINGIM 40 #14	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR LP BP AMERICA PRODUCTION COMPANY, INC.	OPERATING AGREEMENT Dated: 10/04/2004 ¹	038404	HEFLEY 41 #21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership BP America Production Company, Inc., et al	OPERATING AGREEMENT Dated: 10/07/2004 ¹	038404	HEFLEY 41 #21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 10/11/2004 ¹	038550	PRATER #2-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	BRIGHAM OIL & GAS, L.P. Minco Oil & Gas Co.	OPERATING AGREEMENT Dated: 10/15/2004 ¹	043103	HOBART 60 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Burman Oil & Gas Co.	OPERATING AGREEMENT Dated: 10/27/2004 ¹	005940	MEEK, G. #1-54	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Burman Oil & Gas Co.	OPERATING AGREEMENT Dated: 10/27/2004 ¹	033655	MEEK #2-54	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Burman Oil & Gas Co.	OPERATING AGREEMENT Dated: 10/27/2004 ¹	033714	MEEK #3-54	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Burman Oil & Gas Co.	OPERATING AGREEMENT Dated: 10/27/2004 ¹	034233	MEEK 54 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Burman Oil & Gas Co.	OPERATING AGREEMENT Dated: 10/27/2004 ¹	034275	MEEK #5-54	\$0.00

Acquired Contracts

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Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Operating Inc. Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 11/17/2004 ¹	048052	LEDBETTER #66-18H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Operating Inc. Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 11/17/2004 ¹	1050671	Ledbetter 66 23H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	CHESAPEAKE OPERATING, INC. SAMSON LONE STAR LP, ET AL	OPERATING AGREEMENT Dated: 11/17/2004 ¹	038240	LEDBETTER #3-66	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Chevron U.S.A. Inc.	OPERATING AGREEMENT Dated: 01/14/2005 ¹	036589	CLIFFORD #2-30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Chevron U.S.A. Inc.	OPERATING AGREEMENT Dated: 01/14/2005 ¹	036897	CLIFFORD #3-30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Chevron U.S.A. Inc.	OPERATING AGREEMENT Dated: 01/14/2005 ¹	040434	CLIFFORD #30-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Chevron U.S.A. Inc.	OPERATING AGREEMENT Dated: 01/14/2005 ¹	047868	Clifford 30-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership CHEVRON U.S.A. INC.	OPERATING AGREEMENT Dated: 01/14/2005 ¹	036589	CLIFFORD #2-30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership CHEVRON U.S.A. INC.	OPERATING AGREEMENT Dated: 01/14/2005 ¹	036897	CLIFFORD #3-30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Chesapeake Exploration Limited Partnership	OPERATING AGREEMENT Dated: 01/15/2005 ¹	037489	HEFLEY 13 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Chesapeake Exploration Limited Partnership	OPERATING AGREEMENT Dated: 01/15/2005 ¹	038512	HEFLEY 13 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Chesapeake Exploration Limited Partnership	OPERATING AGREEMENT Dated: 01/15/2005 ¹	039368	HEFLEY 13 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Chesapeake Exploration Limited Partnership	OPERATING AGREEMENT Dated: 01/15/2005 ¹	046561	HEFLEY 13 #8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2005 ¹	037458	CAMPBELL RANCH #1-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2005 ¹	037518	CAMPBELL RANCH #2-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2005 ¹	037570	CAMPBELL RANCH #3-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2005 ¹	037571	CAMPBELL RANCH #4-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2005 ¹	039894	MENDOTA RANCH #10D-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2005 ¹	040047	MENDOTA RANCH #10A-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2005 ¹	040048	MENDOTA RANCH #10B-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2005 ¹	040049	MENDOTA RANCH #10C-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 02/01/2005 ¹	041982	MENDOTA RANCH 10C #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	B & W OPERATING, LLC SAMSON RESOURCES COMPANY	OPERATING AGREEMENT Dated: 05/01/2005 ¹	037724	MEADOWS #89-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	B&W Operating, LLC Samson Resources Company	OPERATING AGREEMENT Dated: 05/01/2005 ¹	037724	MEADOWS #89-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership ELIZABETH KEY SMITH, ET AL	OPERATING AGREEMENT Dated: 05/01/2005 ¹	041785	BRITT 9 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership ELIZABETH KEY SMITH, ET AL	OPERATING AGREEMENT Dated: 05/01/2005 ¹	043095	BRITT 9 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration Limited Partnership Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 05/19/2005 ¹	038329	HALL #23-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration Limited Partnership Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 05/19/2005 ¹	038329	HALL #23-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration Limited Partnership Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 05/19/2005 ¹	038681	HALL #23-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 12/01/2005 ¹	038682	WIGGINS #1-9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 12/01/2005 ¹	038868	WIGGINS #3-9	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 12/01/2005 ¹	039895	WIGGINS #9-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 12/01/2005 ¹	041591	WIGGINS #9-7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 12/01/2005 ¹	041592	WIGGINS #9-8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 12/01/2005 ¹	041634	WIGGINS #9-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Pablo Energy, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 12/01/2005 ¹	041635	WIGGINS #9-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership BP America Production Company, Inc., et al	OPERATING AGREEMENT Dated: 01/24/2006 ¹	038404	HEFLEY 41 #21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR LP BP AMERICA PRODUCTION COMPANY, INC.	OPERATING AGREEMENT Dated: 01/24/2006 ¹	038404	HEFLEY 41 #21	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Brigham Oil & Gas, LP, et al	OPERATING AGREEMENT Dated: 06/01/2006 ¹	036397	RAMP WALKER 11 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership NOBLE ENERGY PRODUCTION, INC.	OPERATING AGREEMENT Dated: 06/01/2006 ¹	039205	BLACK JACK #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Granite Operating Company Samson Lone Star, LLC., et al.	OPERATING AGREEMENT Dated: 08/01/2006 ¹	039788	BEGERT #38-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Granite Operating Company Samson Lone Star, LLC., et al.	OPERATING AGREEMENT Dated: 08/01/2006 ¹	042474	BEGERT #8038	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Granite Operating Company Samson Lone Star, LLC., et al.	OPERATING AGREEMENT Dated: 08/01/2006 ¹	044678	BEGERT #2-38	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dominion Oklahoma Texas Exploration & Production, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 09/25/2006 ¹	039860	MENDOTA RANCH #52C-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Dominion Oklahoma Texas Exploration & Production, Inc. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 09/25/2006 ¹	040042	MENDOTA RANCH #52C-4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Sierra Resources, Inc. Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 12/06/2006 ¹	040060	DOBSON #1 RE-ENTRY	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Sierra Resources, Inc. Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 12/06/2006 ¹	042505	DOBSON #2-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Sierra Resources, Inc. Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 12/06/2006 ¹	043180	DOBSON #3-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Sierra Resources, Inc. Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 12/06/2006 ¹	043851	DOBSON #4-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Sierra Resources, Inc. Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 12/06/2006 ¹	045724	DOBSON #5HB	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Sierra Resources, Inc. Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 12/06/2006 ¹	045886	DOBSON #6HC	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Sierra Resources, Inc. Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 12/06/2006 ¹	046813	DOBSON SL 7-HC	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Sierra Resources, Inc. Samson Lone Star Limited Partnership, et al	OPERATING AGREEMENT Dated: 12/06/2006 ¹	048799	Dobson 1 #9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DOMINION OKLAHOMA TEXAS EXPLORATION & PRODUCTION CO. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 12/27/2006 ¹	040736	MENDOTA RANCH #15-1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DOMINION OKLAHOMA TEXAS EXPLORATION & PRODUCTION CO. Samson Lone Star Limited Partnership	OPERATING AGREEMENT Dated: 12/27/2006 ¹	041051	MENDOTA RANCH #15-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Newfield Exploration Mid-Continent Inc., et al	OPERATING AGREEMENT Dated: 08/15/2007 ¹	041987	RUBY LEE #1-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Newfield Exploration Mid-Continent Inc., et al	OPERATING AGREEMENT Dated: 08/15/2007 ¹	044419	RUBY LEE 102H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Newfield Exploration Mid-Continent Inc., et al	OPERATING AGREEMENT Dated: 08/15/2007 ¹	044540	RUBY LEE #103H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Newfield Exploration Mid-Continent Inc., et al	OPERATING AGREEMENT Dated: 08/15/2007 ¹	044642	RUBY LEE #104H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Newfield Exploration Mid-Continent Inc., et al	OPERATING AGREEMENT Dated: 08/15/2007 ¹	046372	RUBY LEE #105H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Samson Resources Company	OPERATING AGREEMENT Dated: 11/07/2007 ¹	042261	WASHITA RIVER #1-16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC GRANITE OPERATING COMPANY	OPERATING AGREEMENT Dated: 01/29/2008 ¹	042081	WATERFIELD #3-112	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Granite Operating Company Cordillera Energy, Inc., et al	OPERATING AGREEMENT Dated: 01/29/2008 ¹	042081	WATERFIELD #3-112	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 03/03/2008 ¹	045669	BLACK TRUST #49-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	039042	RAMP WALKER 12 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	039688	WALKER #2-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	039827	RAMP WALKER 12 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	039828	RAMP WALKER 12 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	041032	RAMP WALKER #12-5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	041035	WALKER #3-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	041036	WALKER #4-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	041617	RAMP WALKER 12-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	042103	WALKER #5-11	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	042448	RAMP WALKER 12 #7	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	043273	RAMP #1412	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	043274	RAMP #1112	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	043599	RAMP #1312	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	046005	RAMP WALKER 8-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	036273	WALKER RANCH 10 #1 RE-ENTR	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	041037	WALKER RANCH 10-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	042514	WALKER RANCH 10-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	043277	WALKER 9011	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	043282	WALKER RANCH 1810	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	043283	WALKER RANCH 10 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	043416	WALKER 1111	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	043446	WALKER RANCH #4-10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	043600	WALKER #8011	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LP	OPERATING AGREEMENT Dated: 04/21/2008 ¹	045393	WALKER 1101H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC CHESAPEAKE EXPLORATION, LLC	OPERATING AGREEMENT Dated: 05/01/2008 ¹	042364	BROWN 61 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Chesapeake Exploration, LLC, et al	OPERATING AGREEMENT Dated: 05/01/2008 ¹	042364	BROWN 61 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 05/10/2008 ¹	043253	SHELL FEE 51 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR, LLC	OPERATING AGREEMENT Dated: 06/10/2008 ¹	042446	SHELL FEE 51-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP SAMSON LONE STAR, LLC	OPERATING AGREEMENT Dated: 06/10/2008 ¹	043253	SHELL FEE 51 #3	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LLC.	OPERATING AGREEMENT Dated: 06/10/2008 ¹	042446	SHELL FEE 51-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Cordillera Texas, LP Samson Lone Star, LLC.	OPERATING AGREEMENT Dated: 06/10/2008 ¹	043253	SHELL FEE 51 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC CHESAPEAKE EXPLORATION, LLC., ET AL	OPERATING AGREEMENT Dated: 11/01/2008 ¹	042364	BROWN 61 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Forest Oil Corporation SAMSON LONE STAR, LLC, ET AL	OPERATING AGREEMENT Dated: 08/01/2010 ¹	045474	WATERFIELD 103 #1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Newfield Exploration Mid-Continent Inc. Samson Lone Star LLC	OPERATING AGREEMENT Dated: 08/01/2010 ¹	048263	HUNTER 30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Newfield Exploration Mid-Continent Inc. SAMSON LONE STAR, LLC	OPERATING AGREEMENT Dated: 08/01/2010 ¹	045622	Hunter 30-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Newfield Exploration Mid-Continent Inc. SAMSON LONE STAR, LLC	OPERATING AGREEMENT Dated: 08/01/2010 ¹	047461	Hunter 30-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Newfield Exploration Mid-Continent Inc. SAMSON LONE STAR, LLC	OPERATING AGREEMENT Dated: 08/01/2010 ¹	048263	HUNTER 30	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Newfield Exploration Mid-Continent Inc. SAMSON LONE STAR, LLC	OPERATING AGREEMENT Dated: 08/01/2010 ¹	048379	HUNTER 30-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. SAMSON LONE STAR LIMITED PATNERSHIP, ET AL	OPERATING AGREEMENT Dated: 11/02/2010 ¹	043236	AITKENHEAD #3-20H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. SAMSON LONE STAR LIMITED PATNERSHIP, ET AL	OPERATING AGREEMENT Dated: 11/02/2010 ¹	045229	AITKENHEAD #2-259H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. John R. Buckthal, et al	OPERATING AGREEMENT Dated: 03/01/2011 ¹	046033	REED #2-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. John R. Buckthal, et al	OPERATING AGREEMENT Dated: 03/01/2011 ¹	046034	REED #2-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. John R. Buckthal, et al	OPERATING AGREEMENT Dated: 03/01/2011 ¹	046035	REED #2-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. John R. Buckthal, et al	OPERATING AGREEMENT Dated: 03/01/2011 ¹	047099	Reed 2 SL-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. John R. Buckthal, et al	OPERATING AGREEMENT Dated: 03/01/2011 ¹	047100	REED 2 SL-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. John R. Buckthal, et al	OPERATING AGREEMENT Dated: 03/01/2011 ¹	047101	REED 2 SL-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. John R. Buckthal, et al	OPERATING AGREEMENT Dated: 03/01/2011 ¹	047633	Reed 2-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	QEP Energy Company Linn Energy Holdings, LLC, et al	OPERATING AGREEMENT Dated: 04/01/2011 ¹	013295	MORRISON #33-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	QEP Energy Company Linn Energy Holdings, LLC, et al	OPERATING AGREEMENT Dated: 04/01/2011 ¹	014004	MORRISON #6-33H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	QEP Energy Company Linn Energy Holdings, LLC, et al	OPERATING AGREEMENT Dated: 04/01/2011 ¹	014062	Morrison 1133H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	QEP Energy Company Linn Energy Holdings, LLC, et al	OPERATING AGREEMENT Dated: 04/01/2011 ¹	014063	Morrison 1033H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	QEP Energy Company Linn Energy Holdings, LLC, et al	OPERATING AGREEMENT Dated: 04/01/2011 ¹	014064	Morrison 1233H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC FOREST OIL PANHANDLE RESOURCES, LP	OPERATING AGREEMENT Dated: 01/07/2012 ¹	045857	JONES #6-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 05/08/2013 ¹	048281	MILLS RANCH 2B 1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 05/08/2013 ¹	048282	MILLS RANCH 5A	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 05/08/2013 ¹	049272	MILLS RANCH 8A-#1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 05/08/2013 ¹	1050117	Mills Ranch 2B-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 05/08/2013 ¹	1050360	Mills Ranch 8A-#2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 05/08/2013 ¹	1050472	MILLS RANCH 2B 1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 05/08/2013 ¹	1050655	Mills Ranch-8A #3	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 05/08/2013 ¹	1050688	Mills Ranch-8A #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 07/12/2013 ¹	048281	MILLS RANCH 2B 1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 07/12/2013 ¹	048282	MILLS RANCH 5A	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 07/12/2013 ¹	049272	MILLS RANCH 8A-#1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 07/12/2013 ¹	1050117	Mills Ranch 2B-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 07/12/2013 ¹	1050360	Mills Ranch 8A-#2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 07/12/2013 ¹	1050472	MILLS RANCH 2B 1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 07/12/2013 ¹	1050655	Mills Ranch-8A #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Corlena Oil Company Samson Lone Star LLC	OPERATING AGREEMENT Dated: 07/12/2013 ¹	1050688	Mills Ranch-8A #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 10/01/2014 ¹	026759	COLTHARP #4-51H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 10/31/2014 ¹	045668	BLACK #49-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENT Dated: 10/31/2014 ¹	045670	BLACK #49-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC SAMSON LONE STAR, LLC, ET AL	OPERATING AGREEMENT Dated: 03/01/2013 ¹	046883	BLACK ONA 49SL-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC SAMSON LONE STAR, LLC, ET AL	OPERATING AGREEMENT Dated: 03/01/2013 ¹	046884	Black Trust 49-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC SAMSON LONE STAR, LLC, ET AL	OPERATING AGREEMENT Dated: 03/01/2013 ¹	046885	BLACK ONA 49SL-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC SAMSON LONE STAR, LLC, ET AL	OPERATING AGREEMENT Dated: 03/01/2013 ¹	047967	BLACK ONA 49-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC SAMSON LONE STAR, LLC, ET AL	OPERATING AGREEMENT Dated: 03/01/2013 ¹	047968	BLACK ONA 49-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC SAMSON LONE STAR, LLC, ET AL	OPERATING AGREEMENT Dated: 03/01/2013 ¹	048242	Black Trust 49-10H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC SAMSON LONE STAR, LLC, ET AL	OPERATING AGREEMENT Dated: 03/01/2013 ¹	048244	BLACK ONA 49 SL-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	Operating Agreement Amendment Dated: 01/01/1974 ¹	021307	BRYANT, F D #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	Operating Agreement Amendment Dated: 01/15/1974 ¹	025138	LISTER #2-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	Operating Agreement Amendment Dated: 01/15/1974 ¹	025218	LISTER #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	Operating Agreement Amendment Dated: 01/15/1974 ¹	025475	LISTER #4-2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	Operating Agreement Amendment Dated: 01/15/1974 ¹	026781	LISTER #502	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	Operating Agreement Amendment Dated: 01/15/1974 ¹	048268	Lister 602H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	Operating Agreement Amendment Dated: 01/15/1974 ¹	048269	LISTER #702H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	Operating Agreement Amendment Dated: 01/15/1974 ¹	048270	LISTER #802H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chevron Oil Company Fluor Oil & Gas Corporation, et al	Operating Agreement Amendment Dated: 01/15/1974 ¹	049120	Lister #902H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	J.M. Huber Corporation Malouf Abraham Co., Inc., et al	Operating Agreement Amendment Dated: 06/18/1974 ¹	001317	BYRUM-COFFEE	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	J.M. Huber Corporation GRACE PETROLEUM CORPORATION	Operating Agreement Amendment Dated: 11/20/1979 ¹	001317	BYRUM-COFFEE	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Albert W. Key	Operating Agreement Amendment Dated: 05/01/2005 ¹	041785	BRITT 9 #1	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership Albert W. Key	Operating Agreement Amendment Dated: 05/01/2005 ¹	043095	BRITT 9 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership ELIZABETH KEY SMITH, ET AL	Operating Agreement Amendment Dated: 05/01/2005 ¹	041785	BRITT 9 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Samson Lone Star Limited Partnership ELIZABETH KEY SMITH, ET AL	Operating Agreement Amendment Dated: 05/01/2005 ¹	043095	BRITT 9 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY John Philip Wandel, Jr.	Operating Agreement Amendment Dated: 08/25/2005 ¹	041785	BRITT 9 #1	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON RESOURCES COMPANY John Philip Wandel, Jr.	Operating Agreement Amendment Dated: 08/25/2005 ¹	043095	BRITT 9 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. Kerry B. Rice, Inc., et al	Operating Agreement Amendment Dated: 01/31/2012 ¹	046033	REED #2-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. Kerry B. Rice, Inc., et al	Operating Agreement Amendment Dated: 01/31/2012 ¹	046034	REED #2-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. Kerry B. Rice, Inc., et al	Operating Agreement Amendment Dated: 01/31/2012 ¹	046035	REED #2-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. Kerry B. Rice, Inc., et al	Operating Agreement Amendment Dated: 01/31/2012 ¹	047099	Reed 2 SL-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. Kerry B. Rice, Inc., et al	Operating Agreement Amendment Dated: 01/31/2012 ¹	047100	REED 2 SL-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. Kerry B. Rice, Inc., et al	Operating Agreement Amendment Dated: 01/31/2012 ¹	047101	REED 2 SL-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Linn Operating, Inc. Kerry B. Rice, Inc., et al	Operating Agreement Amendment Dated: 01/31/2012 ¹	047633	Reed 2-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Cimarex Energy Co., et al	Operating Agreement Amendment Dated: 11/01/2012 ¹	026932	PRATER 33 SL #3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Cimarex Energy Co., et al	Operating Agreement Amendment Dated: 11/01/2012 ¹	047871	PRATER 33 #2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Cimarex Energy Co., et al	Operating Agreement Amendment Dated: 11/01/2012 ¹	049255	PRATER 33 #4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Cimarex Energy Co., et al	Operating Agreement Amendment Dated: 11/01/2012 ¹	1050209	Prater 33 #5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	SAMSON LONE STAR, LLC Cimarex Energy Co., et al	Operating Agreement Amendment Dated: 11/01/2012 ¹	1050210	Prater 33 #6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	GIFFORD OPERATING COMPANY SONAT EXPLORATION COMPANY, ET AL	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 03/20/1989 ¹	013563	HUFF #2-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	013563	HUFF #2-6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	041987	RUBY LEE #1-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	042325	THOMAS #5-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	043826	THOMAS #5-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	044419	RUBY LEE 102H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	044540	RUBY LEE #103H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	044642	RUBY LEE #104H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	045156	THOMAS #5-7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	045237	THOMAS #5-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	045663	THOMAS #5-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	045664	THOMAS #5-10H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	045876	Thomas 5 SL-11H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	046372	RUBY LEE #105H	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	047082	THOMAS #5-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	047103	HUFF BROTHERS 2-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	047787	HUFF BROTHERS 2-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	047930	HUFF BROS 2-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	[UNKNOWN] [UNKNOWN]	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	047931	HUFF BROS 2 SL-6H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	TESORO E&P COMPANY, L.P. STONETEX OIL CORP.	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	047019	DUPONT 1-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	TESORO E&P COMPANY, L.P. STONETEX OIL CORP.	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	047022	Dupont 1-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	TESORO E&P COMPANY, L.P. STONETEX OIL CORP.	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	049002	Dupont 1-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	TESORO E&P COMPANY, L.P. STONETEX OIL CORP.	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	049003	Dupont 1-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	STONETEX OIL CORP. TESORO E&P COMPANY, LP	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	045141	Stein #1-3H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	STONETEX OIL CORP. TESORO E&P COMPANY, LP	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	045339	Stein #1-2H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	STONETEX OIL CORP. TESORO E&P COMPANY, LP	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 01/19/1999 ¹	047786	STEIN #1-4H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Newfield Exploration Mid-Continent Inc., et al	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/15/2007 ¹	041987	RUBY LEE #1-1H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Newfield Exploration Mid-Continent Inc., et al	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/15/2007 ¹	044419	RUBY LEE 102H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Newfield Exploration Mid-Continent Inc., et al	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/15/2007 ¹	044540	RUBY LEE #103H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Newfield Exploration Mid-Continent Inc., et al	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/15/2007 ¹	044642	RUBY LEE #104H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Chesapeake Exploration, LLC Newfield Exploration Mid-Continent Inc., et al	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/15/2007 ¹	046372	RUBY LEE #105H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC UNIT PETROLEUM COMPANY, ET AL	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/01/2010 ¹	042325	THOMAS #5-3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC UNIT PETROLEUM COMPANY, ET AL	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/01/2010 ¹	043826	THOMAS #5-5H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC UNIT PETROLEUM COMPANY, ET AL	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/01/2010 ¹	045156	THOMAS #5-7H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC UNIT PETROLEUM COMPANY, ET AL	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/01/2010 ¹	045237	THOMAS #5-8H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC UNIT PETROLEUM COMPANY, ET AL	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/01/2010 ¹	045663	THOMAS #5-9H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC UNIT PETROLEUM COMPANY, ET AL	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/01/2010 ¹	045664	THOMAS #5-10H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC UNIT PETROLEUM COMPANY, ET AL	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/01/2010 ¹	045876	Thomas 5 SL-11H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	LINN ENERGY HOLDINGS, LLC UNIT PETROLEUM COMPANY, ET AL	OPERATING AGREEMENTAREA OF MUTUAL INTEREST Dated: 08/01/2010 ¹	047082	THOMAS #5-12H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	H. L. Brown, Jr. Joe Kirk Fulton, et al	Participation Agreement Dated: 01/30/1978 ¹	045445	ATHERTON D E 3057H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	H. L. Brown, Jr. Joe Kirk Fulton, et al	Participation Agreement Dated: 01/30/1978 ¹	045959	ATHERTON D E 2057H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	H. L. Brown, Jr. Joe Kirk Fulton, et al	Participation Agreement Dated: 01/30/1978 ¹	047382	ATHERTON D E 5057H	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Gasnadarko, Ltd., Et al	Unit Designation Dated: 11/19/1973 ¹	001686	FLOWERS #2-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Gasnadarko, Ltd., Et al	Unit Designation Dated: 11/19/1973 ¹	004094	FLOWERS #3-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Gasnadarko, Ltd., Et al	Unit Designation Dated: 11/19/1973 ¹	006946	FLOWERS #5-40	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Gasnadarko, Ltd., Et al	Unit Designation Dated: 11/19/1973 ¹	008792	FLOWERS #6-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Gasnadarko, Ltd., Et al	Unit Designation Dated: 11/19/1973 ¹	008793	FLOWERS #7-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Gasnadarko, Ltd., Et al	Unit Designation Dated: 11/19/1973 ¹	008812	FLOWERS #8-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Gasnadarko, Ltd., Et al	Unit Designation Dated: 11/19/1973 ¹	008957	FLOWERS #9-40	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Northern Natural Gas Company Gasnadarko, Ltd., Et al	Unit Designation Dated: 11/19/1973 ¹	033586	FLOWERS 40 #10	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	J.M. Huber Corporation Malouf Abraham Co., Inc.	Unit Designation Dated: 07/23/1974 ¹	001317	BYRUM-COFFEE	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	Phillips Petroleum Company El Paso Natural Gas Company	Unit Designation Dated: 10/06/1975 ¹	001640	FARRIS C #2-18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	039750	MENDOTA RANCH 34 #3	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	039989	MENDOTA RANCH 34 #15	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	039990	MENDOTA RANCH 34 #18	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	039991	MENDOTA RANCH 34 #4	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	040993	MENDOTA RANCH 34 #2	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	040994	MENDOTA RANCH 34 #12	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	041593	MENDOTA RANCH 34 #6	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	041843	MENDOTA RANCH 34 #9	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	041844	MENDOTA RANCH 34 #13	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	041994	MENDOTA RANCH 34 #5	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	041996	MENDOTA RANCH 34 #16	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	042360	MENDOTA RANCH 34 #8	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	042361	MENDOTA RANCH 34 #14	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	042362	MENDOTA RANCH 34 #19	\$0.00
Samson Resources Company Samson Lone Star, LLC Geodyne Resources, Inc.	DONALD C. SLAWSON Slawson Exploration Company, Inc., et al	Unit Designation Dated: 10/25/1979 ¹	042445	MENDOTA RANCH 34 #17	\$0.00

[1] This schedule may be over inclusive. Inclusion of an operating agreement on this schedule is not a representation by the Debtors that any working interest owner is a party to such agreement.