

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	)	
	)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 15-11934 (CSS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Response Deadline: March 4, 2016 at 4:00 p.m. (ET)
	)	Hearing Date: April 15, 2016 at 1:00 p.m. (ET)

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**DEBTORS’ FIRST OMNIBUS OBJECTION (SUBSTANTIVE)  
TO PROOFS OF CLAIM 559, 753, 869, 1798, 1799, AND 1800 FILED  
ON BEHALF OF LLOYD ODELL NESS AND CERTAIN FAMILY MEMBERS**

**TO THOSE HOLDERS OF CLAIMS ON EXHIBIT 1 TO THE PROPOSED ORDER  
ANNEXED TO THE OBJECITON AS EXHIBIT A:**

- **YOUR SUBSTANTIVE RIGHTS MAY BE AFFECTED BY THIS OBJECITON AND BY ANY FURTHER OBJECTION THAT MAY BE FILED BY THE DEBTORS**
- **YOU ARE DIRECTED TO LOCATE YOUR CLAIM ON THE EXHIBIT TO THE PROPOSED ORDER**
- **THE RELIEF SOUGHT HEREIN IS WITHOUT PREJUDICE TO THE DEBTORS’ RIGHTS TO PURSUE FURTHER SUBSTANTIVE OR NON-SUBSTANTIVE OBJECTIONS AGAINST THE CLAIMS ADDRESSED HEREIN**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this first omnibus objection (substantive) to disallow and expunge the proofs of claim filed by Lloyd Odell Ness and certain members of his family (collectively, the “Ness Claimants”), which are maintained on the claims register as claim numbers 559, 753, 869, 1798, 1799, and 1800

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<sup>1</sup> 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.

(collectively, the “Ness Claims”) as set forth on **Exhibit 1** to the proposed order attached hereto as **Exhibit A**. Copies of the Ness Claims, all of which are substantially identical, are attached hereto as **Exhibit B**. In support of this objection, the Debtors submit the Declaration of John L. Stuart IV in Support of the Debtors’ First Omnibus Objection (Substantive) to Proofs of Claim 559, 753, 869, 1798, 1799, and 1800 Filed on Behalf of Lloyd Odell Ness and Certain Family Members (the “Stuart Declaration,” a copy of which is attached hereto as **Exhibit C** and incorporated herein by reference), and respectfully state as follows.

### **Introduction**

1. The Ness Claims have no basis in fact or law and should be disallowed and expunged in their entirety. The Ness Claimants allege that the Debtors have deliberately underpaid their royalties, including by illegally deducting post-production costs. The Debtors have paid the Ness Claimants all prepetition royalties and are current (both pre- and postpetition) on all royalty obligations. The allegations in the proofs of claim are not new. Mr. Ness has raised the same arguments for years despite the Debtors’ attempts to explain Ness’s errors. And Mr. Ness has taken an active role in these chapter 11 cases, acting as an alleged crusader for thousands of similarly situated royalty owners. But nothing alleged by Mr. Ness is true. As the Debtors (including their independent director, Alan Miller) have explained to Mr. Ness time and time again,<sup>2</sup> the deduction of post-production costs from Mr. Ness’s royalty payments is permitted by North Dakota law and the governing oil and gas lease and reflects market-typical practice in the industry. The law and the facts are clear: the Ness Claims should be disallowed and expunged from the claims register.

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<sup>2</sup> *Debtors’ Objection to Acting United States Trustee’s Motion for an Order Directing the Appointment of an Examiner* [Docket No. 530], a copy of which is attached hereto as **Exhibit D**.

2. The Ness Claimants all assert that they hold a secured and priority claim of between \$75,000 and \$1,000,000 at an annual interest rate of 18 percent as a result of royalty payments owed by the Debtors. North Dakota law (which governs this dispute) permits well operators like the Debtors to deduct post-production costs from royalty distributions—which the Debtors do for thousands of other royalty holders that have never accused the Debtors of illegal behavior. Moreover, by way of example, the Debtors have deducted roughly \$1,930 in total post-production costs from Mr. Ness’s royalty payments since 2012. Not only is the Ness Claimants’ legal argument incorrect, but the value of their claims would be nowhere near the range claimed, even if valid.

3. The Debtors have communicated with Mr. Ness on numerous occasions both before and after commencing these chapter 11 cases and have repeatedly explained the faults in these allegations—all to no avail. Mr. Ness has continued to harass the Debtors and other parties in these chapter 11 cases.<sup>3</sup> But Mr. Ness has yet to provide any support or reference any valid legal authority to back up these claims. And while the timing of this claim objection may seem out of sequence in the scope of these chapter 11 cases generally, the Debtors believe that the Ness Claims should be disposed of now, to avoid any further disruption or unnecessary aggravation at the hands of Mr. Ness.

### **Relief Requested**

4. By this objection and pursuant to Bankruptcy Rule 3007, the Debtors request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, disallowing and expunging the Ness Claims under section 502 of the Bankruptcy Code.

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<sup>3</sup> Most recently, Mr. Ness and other Ness Claimants have urged the U.S. Trustee to appoint a landowners’ committee in these chapter 11 cases. A copy of the letter requesting the appointment is attached hereto as **Exhibit E**.

### **Jurisdiction and Venue**

5. The United States Bankruptcy Court for the District of Delaware 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. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this objection to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

6. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

7. The statutory bases for the relief requested herein are section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”), and rules 3001, 3003, and 3007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

### **Background**

8. On September 16, 2015 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code. On September 18, 2015, the court entered an order [Docket No. 70] authorizing joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On September 30, 2015, the United

States Trustee for the District of Delaware appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code [Docket No. 129].

9. A description of the Debtors' businesses and the reasons for commencing the chapter 11 cases is set forth in the *Declaration of Philip Cook in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 2].

### **The Ness Royalty and Claims**

10. Mr. Ness and the other Ness Claimants own royalty interests in 10 North Dakota wells operated by the Debtors. Collectively, the wells produced approximately 825 Mmcfe<sup>4</sup> of natural gas and approximately 697,000 barrels of oil since 2013. The Ness Claimants' royalties arise from that certain Oil and Gas Lease, dated June 27, 2007, by and between Lois P. Ness and Sundance Oil and Gas, LLC (the "Ness Lease"), which provides for the lessor thereunder to be paid a one-sixth royalty of all oil and gas produced from the wells. To the best of the Debtors' knowledge, the Ness Claimants are successors to Lois P. Ness, and Debtor Samson Resources Company is the successor to Sundance Oil and Gas, LLC. A copy of the Ness Lease is attached hereto as **Exhibit F**.

11. The Ness Lease provides for the Debtors:

1st. To deliver to the credit of Lessors, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal [one-sixth (1/6th)] part of all oil produced and saved from the leased premises.

2nd. To pay Lessor [one-sixth (1/6th)] of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of [one-sixth (1/6th)], payable monthly at the prevailing market rate for gas.

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<sup>4</sup> "Mmcfe" means millions of cubic feet equivalents.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of [one-sixth (1/6th)] of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

Ness Lease at ¶ 3. Although the Ness Lease provides for a one-sixth aggregate royalty, Mr. Ness and the other individual Ness Claimants each own only a fraction of that total interest.

12. The Debtors have made all required royalty payments to the Ness Claimants. More specifically, from November 2012 to January 2016, the Debtors paid Mr. Ness a total of \$48,123.49 in royalty payments under the Ness Lease. The Debtors have deducted approximately \$1,930 in post-production costs from Mr. Ness's royalty payments since 2012. Likewise, as to all other Ness Claimants, the Debtors have paid all required royalty payments under the Ness Lease and have deducted a similar proportion in post-production costs.

13. On November 12, 2015, Mr. Ness filed a proof of claim against Samson Resources Corporation. Additional Ness Claims were filed on November 16 and November 19, 2015. All of the Ness Claims are substantially identical. Mr. Ness's claim asserts "\$75,000–\$1,000,000" for royalties allegedly owed by the Debtors to Mr. Ness, plus interest at an annual rate of 18 percent.<sup>5</sup> The claim also states that the claim is secured and entitled to priority as a mineral payee pursuant to section 507 of the Bankruptcy Code. No supporting documentation was submitted with the proof of claim. As noted above, Mr. Ness has raised his allegations regarding deduction of post-production costs numerous times over the last few years, including in a civil complaint filed in federal court.<sup>6</sup>

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<sup>5</sup> Certain of the Ness Claims include two asserted value ranges, \$75,000–\$1,000,000 and \$750,000–\$1,000,000.

<sup>6</sup> *Ness v Samson Resources, et al.*, Case No. 4:15-cv-00063 (D.N.D.).

**The Debtors' History with Mr. Ness**

14. Since early 2014, the Debtors have made attempts to explain to Mr. Ness the facts and the legal reasoning behind the deductions reflected in his royalty payments. Mr. Ness has been unpersuaded by logic and, instead, is determined to fight with the Debtors at every turn. Mr. Ness has bombarded the Debtors with dozens of letters, telephone calls, and emails, particularly after the Petition Date (with many of these emails sent to the entire service list in these chapter 11 cases). Throughout 2014, the Debtors attempted to engage Mr. Ness, including multiple discussions over the phone, email correspondence, and written responses to address his questions and concerns. The Debtors provided legal, financial, and accounting records as well as an explanation of the law governing Mr. Ness's royalty interests.

15. Nonetheless, Mr. Ness has persisted in attempting to advance his claims without any credible support, and his communications have grown ever more confusing and hostile. For example, on October 22, 2015, Mr. Ness wrote:

[REDACTED]

Email from Lloyd Ness (Oct. 22, 2015).

16. He has asserted that there is a conspiracy between the Debtors' former CEO, a founder of one of the Debtors' equity owners, and third-party natural gas company ONEOK, Inc. to defraud royalty owners:

[REDACTED]

[REDACTED]

Email from Lloyd Ness (Nov. 21, 2015). (Notwithstanding Mr. Ness's statements to the contrary, there is no corporate ownership relationship between any of the Debtors and ONEOK.)

17. He characterizes his efforts as [REDACTED]

[REDACTED] *See, e.g.*, Email from Lloyd Ness (Nov. 6, 2015). He has compared himself to a Viking on more than one occasion.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Email from Lloyd Ness (Oct. 13, 2015).

[REDACTED]

Email from Lloyd Ness (Oct. 20, 2015).

18. Mr. Ness's theories are not limited to the Debtors: Mr. Ness believes the petroleum exploration and production industry in general is engaged in a scheme to defraud royalty owners. *See, e.g.*, Email from Lloyd Ness (Oct. 31, 2015) [REDACTED]

[REDACTED]

[REDACTED]

19. Some of Mr. Ness's correspondences have crossed into offensive territory, including references to events ranging from the [REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Email from Lloyd Ness (Oct. 30, 2015).

[REDACTED]

Email from Lloyd Ness (Oct. 20, 2015).

[REDACTED]

Email from Lloyd Ness (Nov. 19, 2015).

20. The emails referenced above, included in over 100 emails sent by Mr. Ness to the Debtors, their counsel, and numerous other parties in interest in these chapter 11 cases since the Petition Date, are filed under seal and attached to this objection as **Exhibit G** in chronological order.

21. The filed claims themselves are divorced from reality and have no merit. The time has come to expunge and disallow the claims and move forward in these cases without the constant interruption and distraction of Mr. Ness.

**Objection**

22. A chapter 11 debtor “has the duty to object to the allowance of any claim that is improper.” *Int’l Yacht & Tennis, Inc. v. Wasserman Tennis, Inc. (In re Int’l Yacht & Tennis,*

*Inc.*), 922 F.2d 659, 661-62 (11th Cir. 1991); *see also* 11 U.S.C. §§ 704(a)(5), 1106(a)(1), and 1107(a). Section 502(b) provides that the Court shall allow claims except to the extent “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured.” 11 U.S.C. § 502(b)(1).

23. The burden of proof for determining the validity of claims rests on different parties at different stages of the objection process. As explained by the United States Court of Appeals for the Third Circuit:

Initially, the claimant must allege facts sufficient to support the claim. If the averments in his filed claim meet this standard of sufficiency, it is ‘*prima facie*’ valid. In other words, a claim that alleges facts sufficient to support legal liability to the claimant satisfies the claimants’ initial obligation to go forward. The burden of going forward then shifts to the objector to produce evidence sufficient to negate the *prima facie* validity of the filed claim. . . . If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence.

*In re Allegheny Int’l Inc.*, 954 F.2d 167, 173-74 (3d. Cir. 1992) (citation omitted). Once the *prima facie* validity of a claim is rebutted, “it is for the claimant to prove his claim, not for the objector to disprove it.” *In re Kahn*, 114 B.R. 40, 44 (Bankr. S.D.N.Y. 1990) (citations omitted).

24. The Ness Claims assert secured and priority claims of \$75,000–\$1,000,000, plus interest at an annual rate of 18 percent. The proofs of claim provide no legal or factual support for their valuation, entitlement to any interest (let alone 18 percent), or secured or priority status, and there is no supporting documentation provided with any of the Ness Claims that might shed light on their basis.

25. No facts or relevant legal theories exist that support the Ness Claims. Indeed, as explained below, all relevant considerations compel the disallowance of the Ness Claims. Thus, the Debtors submit that the Ness Claimants have not met their burden to prove a *prima facie* valid claim. If, nevertheless, the Court determines that they have met that burden, this objection refutes whatever facts the Ness Claimants have alleged. In either case, the Ness Claims should be disallowed.

**I. The Debtors Have Made All Royalty Payments to Date, and Mr. Ness's Theory of Improper Deductions Is Incorrect as a Matter of Law.**

26. The Debtors have made all required payments under the Ness Lease to date. Set forth below are the check numbers and royalty calculations for each monthly royalty payment paid to Mr. Ness since November 2012, when the Debtors first began paying his royalty.

Check Date	Check Number	Gross Royalty	Deductions	Taxes	Net Royalty
11/25/2012	3573502	\$750.13	\$0.00	\$87.29	\$662.84
12/25/2012	3578116	\$314.12	\$0.00	\$36.55	\$277.57
1/25/2013	3586683	\$269.93	\$0.00	\$31.41	\$238.52
2/25/2013	3595934	\$158.03	\$0.00	\$18.39	\$139.65
3/25/2013	3604035	\$3,693.62	\$0.00	\$425.21	\$3,268.42
4/25/2013	3612098	\$2,489.17	\$0.00	\$286.53	\$2,202.66
5/25/2013	3620799	\$957.14	\$0.00	\$110.37	\$846.79
6/25/2013	3629651	\$1,057.30	\$0.78	\$121.69	\$934.83
7/25/2013	3638511	\$1,133.02	\$0.00	\$130.55	\$1,002.47
8/25/2013	3647343	\$800.87	\$0.40	\$92.26	\$708.20
9/25/2013	3672343	\$891.88	\$4.95	\$102.16	\$784.73
10/25/2013	3678908	\$651.93	\$2.31	\$74.77	\$574.88
11/25/2013	3687054	\$871.89	\$24.52	\$95.17	\$752.18
12/25/2013	3694747	\$858.12	\$26.32	\$93.16	\$738.64
1/25/2014	E100054110	\$1,806.02	\$0.00	\$263.68	\$1,542.35
2/25/2014	E100064824	\$3,683.40	\$0.00	\$536.08	\$3,147.31
3/25/2014	E100072513	\$2,433.29	\$135.63	\$338.33	\$1,959.33
4/25/2014	E100077585	\$7,239.47	\$48.61	\$1,052.26	\$6,138.62
5/25/2014	E100091395	\$1,390.99	\$26.02	\$197.45	\$1,167.51
6/25/2014	E100099859	\$1,647.17	\$37.39	\$234.80	\$1,374.97
7/25/2014	E100103218	\$2,204.24	\$67.87	\$312.32	\$1,824.08
8/25/2014	E100115288	\$3,054.97	\$70.89	\$432.39	\$2,551.71
9/25/2014	E100138054	\$1,931.01	\$73.65	\$257.17	\$1,600.18

Check Date	Check Number	Gross Royalty	Deductions	Taxes	Net Royalty
10/25/2014	E100144780	\$1,895.85	\$52.79	\$262.48	\$1,580.53
11/25/2014	E100151580	\$1,339.62	\$63.76	\$182.48	\$1,093.33
12/18/2014	E100160428	\$1,494.61	\$107.60	\$200.12	\$1,186.84
1/25/2015	E100166300	\$1,162.03	\$81.20	\$157.43	\$923.44
2/25/2015	E100175750	\$772.15	\$61.79	\$104.48	\$605.87
3/25/2015	E100181879	\$642.49	\$79.39	\$84.01	\$479.13
4/25/2015	E100187936	\$636.07	\$79.55	\$83.24	\$473.31
5/25/2015	E100194135	\$577.57	\$70.23	\$75.89	\$431.48
6/25/2015	E100200061	\$2,771.58	\$175.25	\$341.00	\$2,255.41
7/25/2015	E100205336	\$1,260.85	\$110.42	\$160.45	\$989.99
8/25/2015	E100221909	\$1,066.81	\$115.59	\$133.33	\$817.94
9/28/2015	E100226354	\$926.46	\$111.64	\$110.70	\$704.14
10/25/2015	E100231089	\$682.37	\$34.04	\$74.58	\$573.67
11/25/2015	E100236193	\$664.79	\$85.90	\$5.23	\$555.12
12/25/2015	E100240589	\$724.72	\$93.90	\$67.73	\$542.83
1/25/2016	E100245654	\$603.17	\$88.85	\$29.46	\$472.02
<b>Total</b>		<b>\$57,508.85</b>	<b>\$1,931.24</b>	<b>\$7,402.60</b>	<b>\$48,123.49</b>

Thus, deductions total approximately 4.0 percent of the gross royalties payable to Mr. Ness.

27. As they have for Mr. Ness, the Debtors have also paid all of the other Ness Claimants their regular royalty payments, and each royalty check sent to the Ness Claimants arrived with supporting detail explaining each and every deduction made from the gross royalty amount. A copy of Mr. Ness's most recent check detail is attached hereto as **Exhibit H**, as an example. The payment is broken down by well and then by type of interest in the well (typically "RI" for ordinary royalty or "RU" for non-participating royalty). Each deduction amount is specified with a particular code, the key for which is included on the last page of the check detail.

28. For example, page 2 of the check detail shows in the top row that the "Bel Air 2314-8H" well produced 591.54 units of oil (indicated by the "1" in the column "P"), sold at \$39.673 for a "Gross Value" of \$23,468.17. Of that Gross Value, Mr. Ness's interests entitled him to a .00036621 gross ordinary royalty share ("RI") and a .00019531 gross

non-participating royalty share (“RU”), or \$8.59 and \$4.58, respectively, as shown on the second and fourth rows labeled “Owner Share.” Also shown in those rows are the deductions taken from those gross royalties and the relevant deduction code for each. From the “RI” royalty, for example, \$0.98 was deducted on account of total taxes (code 11), \$0.06 on account of transportation (code 5), and \$0.18 on account of withholding taxes (code 12).

29. Although the Ness Claims themselves do not contain any legal support, Mr. Ness has, in the past, articulated a legal argument for why he believes the Debtors have underpaid him: he argues that the Debtors’ practice of charging post-production costs against his royalty payments is illegal. In other words, Mr. Ness believes that the Debtors are not permitted to deduct the costs of transporting, marketing, and selling the oil and gas (among other necessary costs) that they pull from the ground from the revenue the Debtors receive before calculating the royalty payable to the Ness Claimants.

30. North Dakota law is perfectly clear. Under the “at the well” rule adopted by the North Dakota Supreme Court, a well operator is entitled to deduct *post-production* costs prior to calculating and paying a royalty where a lease provides for the payment of royalties based on the market value “at the well” of the oil or gas. *See Bice v. Petro-Hunt, L.L.C.*, 768 N.W.2d 496, 502 (N.D. 2009) (affirming district court’s approval of “work-back method” of deducting post-production costs to determine market value). This approach makes sense because, right after it is extracted, the oil and gas do “not have a readily discernible market value at the well before the incursion of processing costs.” *See id.* (quoting *Hurinenko v. Chevron, USA, Inc.*, 69 F.3d 283, 285 (8th Cir. 1995) (quotation marks omitted)). Thus, “the only way to determine the market value of the gas at the well is to work back from where a market value exists, meaning using the

work-back method, by deducting post-production costs from the plant tailgate proceeds.” *Bice*, 768 N.W.2d at 502.

31. The first subparagraph of paragraph 3 of the Ness Lease provides for a payment “to the credit of Lessor” of the “equal [one-sixth (1/6th)] part”—i.e., the value of one-sixth of the oil produced by the wells. The second subparagraph of paragraph 3 of the Ness Lease applies only to wells where only gas is found and requires a one-sixth royalty at the “prevailing market rate” for the gas from such wells. The third subparagraph of paragraph 3 of the Ness Lease requires the Debtors to pay royalties at the rate of one sixth of the proceeds of the “gas produced from any oil well . . . *at the mouth of the well.*” Ness Lease at ¶ 3 (emphasis added). In other words, each piece of Mr. Ness’s royalty is based on the *value* of the oil or gas recovered—value which can only be determined by working back from the sale price and subtracting out the post-production costs.

32. The Debtors’ deduction of post-production costs from the Ness Claimants’ royalties fully complies with applicable North Dakota law and the express terms of the Ness Lease. In fact, despite Mr. Ness’s repeated inquiries, the North Dakota Attorney General, the North Dakota Industrial Commission, and the North Dakota Governor’s Office have each refused to assert any illegality or pursue any action against the Debtors on account of these practices. In addition, to the Debtors’ knowledge, substantially all well operators typically take post-production deductions where permitted by law and the terms of the applicable leases.

33. Moreover, the Debtors’ deduction practices have been almost entirely uncontested by royalty owners, including parties with much more money at stake than the Ness Claimants and more resources to monitor and investigate any potential payment mistakes. The Debtors operate approximately 8,500 wells on nearly 1.5 million acres of land that they lease from third

parties and pay royalties to *approximately 50,000 parties*, including sophisticated investors and oil and gas companies. But apart from the Ness Claimants and a few similarly vocal parties, who make up *less than 0.2 percent* of all royalty owners, no other party has disputed the Debtors' royalty payments. Moreover, out of more than 1,000 parties, no one with a royalty on land in North Dakota has objected to these deductions apart from the Ness Claimants. This lack of controversy reinforces the conclusion that the Debtors' deductions are fully permissible under the law.

**II. Even if the Deductions Were Improper (They Are Not), the Amount at Stake Is Only a Fraction of the Asserted Claim Amount, and the Ness Claimants Are Not Entitled to Interest.**

34. The Debtors have deducted approximately \$1,930 in post-production costs from Mr. Ness's royalty payments since 2012. Even if the Debtors owe Mr. Ness this amount, Mr. Ness still has not provided a legal or factual justification for why the value of his claim is in the range of \$75,000 to \$1,000,000. The same holds true for all of the other Ness Claimants. In other words, the Ness Claimants have failed to establish nearly the entire value of their purported claims. Accordingly, the Ness Claimants have not met their burden of putting forth facts to support the base value of their claims.

35. Nor have the Ness Claimants supplied any basis for concluding that the Ness Claims are entitled to interest—let alone at the high rate of 18 percent. The Ness Lease does not provide for payment of interest.

**III. The Ness Claims Are Not Supported by Any Documentation.**

36. The Ness Claimants have not provided any supporting documentation to establish that they hold a secured and priority claim of \$75,000 to \$1,000,000 and that they are entitled to an annual interest rate of 18 percent. Accordingly, the Ness Claimants have not satisfied their burden of putting forth sufficient facts to prove their claims are valid.

**IV. The Ness Claims Are Asserted Against the Wrong Debtor.**

37. All of the Ness Claims are asserted against Samson Resources Corporation. One Ness Claim (No. 1799 filed by the Lassen, Robert L. & Velma J. Rev. Tr.) was also filed against Samson Resources Company, but under the Court's claims bar date order, a claim filed against multiple Debtors may be treated as filed against only the first-listed Debtor—in this case, Samson Resources Corporation. *See* [Docket No. 224] at ¶ 4(e). Under the Ness Lease, Samson Resources *Company* is the lessee. Thus, all of the Ness Claims are asserted against the wrong Debtor.

**V. The Ness Claims Are Not Secured.**

38. The Ness Claims are not secured, whether under the Ness Lease or applicable law. Indeed, the Ness Claimants have not identified any terms in the Ness Lease, specified any assets that constitute their collateral, or provided any legal theory to establish their status as secured creditors. Instead, they assert that the basis for the perfection of their purported security interests is that their royalty interests were “bestowed upon severance.” The Debtors are not aware of any law bestowing a perfected security interest on a royalty-holder the moment oil or gas is severed from the ground. Accordingly, the Ness Claims, to the extent they are not disallowed in their entirety, must be reclassified as unsecured claims.

**VI. The Ness Claims Are Not Entitled to Priority.**

39. The Ness Claims are not entitled to priority status. Whatever allegations or theories the Ness Claimants are raising, it is clear that they are asserting general unsecured claims based on the Debtors' royalty payments. Therefore, the Ness Claims do not qualify for any category of priority claims under section 507 of the Bankruptcy Code, and to the extent the Ness Claims are not disallowed in their entirety, they must be reclassified as general unsecured claims.



**Separate Contested Matters**

40. Each of the above objections to the Ness Claims constitute a separate contested matter as contemplated by Rule 9014. The Debtors request that any order entered by this Court with respect to an objection asserted in this Objection shall be deemed a separate order with respect to each Claim.

**Reservation of Rights**

41. Nothing contained in this objection or any actions taken by Samson Resources Corporation or the other Debtors is intended or should be construed as: (a) an admission as to the validity of any portion of the Ness Claims; (b) a waiver of any Debtor's rights to dispute the Ness Claims on any grounds; (c) a promise or requirement to pay the Ness Claims; (d) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; (e) a request or authorization to assume or reject any agreements under section 365 of the Bankruptcy Code; (f) a waiver of any party's rights to assert that any other party is in breach or default of any agreement; or (g) an admission that any contract or lease is integrated with any other contract or lease. The Debtors expressly reserve the right to amend, modify, or supplement this Objection and to file additional objections to the Ness Claims or any other claim (filed or not) which might be asserted against the Debtors, including, without limitation, objections based upon additional information submitted by claimants in support of their claims. Should one or more of the grounds of objection stated in this Objection be dismissed, the Debtors reserve their rights to object on other stated grounds or on any other grounds that the Debtors discovery during the pendency of these cases.

42. The Debtors reserve the right to raise further objections, including, without limitation, objections under section 502(d) of the Bankruptcy Code, and the filing of the

Objection is without prejudice to the rights of any party in interest who may seek to prosecute avoidance actions against each claimant listed in this objection.

**Notice**

43. The Debtors will provide notice of this motion to: (a) the Office of the U.S. Trustee for the District of Delaware; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agent under the Debtors' first lien credit facility; (d) counsel to the agent under the Debtors' first lien credit facility; (e) the agent under the Debtors' second lien credit facility; (f) counsel to the agent under the Debtors' second lien credit facility; (g) the indenture trustee under the Debtors' 9.75% senior notes due 2020; (h) counsel to certain majority holders of the existing common stock of the Debtors; (i) holders of the existing preferred stock of the Debtors; (j) counsel to holders of the existing preferred stock of the Debtors; (k) the United States Attorney's Office for the District of Delaware; (l) the Internal Revenue Service; (m) the United States Securities and Exchange Commission; (n) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (o) the state attorneys general for states in which the Debtors conduct business; (p) co-counsel to the official committee of unsecured creditors; (q) those parties requesting notice pursuant to Bankruptcy Rule 2002; and (r) each of the Ness Claimants. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**No Prior Request**

44. No prior motion for the relief requested herein has been made to this or any other court.

**Statement of Compliance with Local Rule 3007-1(e)(i)(E)**

45. The undersigned counsel certifies that he has reviewed the requirements of Local Rule 3007-1 and that the objection complies with that Local Rule. To the extent that the Objection does not comply in all respects with the requirements of Local Rule 3007-1, the Debtors assert that the deviations are not material and respectfully request that any such requirement be waived.

*[Remainder of page intentionally left blank]*

WHEREFORE, the Debtors respectfully request that this Court (i) enter the proposed order attached hereto as **Exhibit A** disallowing the Ness Claims, and (ii) grant such other and further relief as is just and proper.

Dated: February 16, 2016  
Wilmington, Delaware

*/s/ Michael W. Yurkewicz*

Domenic E. Pacitti (DE Bar No. 3989)

Michael W. Yurkewicz (Del. Bar No. 4165)

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-and-

Paul M. Basta, P.C. (admitted *pro hac vice*)

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Facsimile: (312) 862-2200

*Co-Counsel for the Debtors and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

---

In re:	)	
	)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 15-11934 (CSS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Response Deadline: March 4, 2016 at 4:00 p.m. (ET)
	)	Hearing Date: April 15, 2016 at 1:00 p.m. (ET)

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**NOTICE OF DEBTORS' FIRST OMNIBUS OBJECTION (SUBSTANTIVE) TO  
PROOFS OF CLAIM 559, 753, 869, 1798, 1799, AND 1800 FILED ON BEHALF OF  
LLOYD ODELL NESS AND CERTAIN FAMILY MEMBERS**

**TO THOSE HOLDERS OF CLAIMS ON EXHIBIT 1 TO THE PROPOSED ORDER  
ANNEXED TO THE OBJECITON AS EXHIBIT A:**

- **YOUR SUBSTANTIVE RIGHTS MAY BE AFFECTED BY THIS OBJECITON AND BY ANY FURTHER OBJECTION THAT MAY BE FILED BY THE DEBTORS**
- **YOU ARE DIRECTED TO LOCATE YOUR CLAIM ON THE EXHIBIT TO THE PROPOSED ORDER**
- **THE RELIEF SOUGHT HEREIN IS WITHOUT PREJUDICE TO THE DEBTORS' RIGHTS TO PURSUE FURTHER SUBSTANTIVE OR NON-SUBSTANTIVE OBJECTIONS AGAINST THE CLAIMS ADDRESSED HEREIN**

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<sup>1</sup> 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.

**PLEASE TAKE NOTICE THAT** on February 16, 2016, the above-captioned debtors and debtors-in-possession (the “Debtors”), filed the *Debtors’ First Omnibus Objection (Substantive) to Proofs of Claim 559, 753, 869, 1798, 1799, and 1800 Filed on Behalf of Lloyd Odell Ness and Certain Family Members* (the “Objection”) with the United States Bankruptcy Court for the District of Delaware (“Bankruptcy Court”).

**PLEASE TAKE FURTHER NOTICE** that any responses to the Objection must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Third Floor, Wilmington, Delaware 19801, and served upon the undersigned, so as to be received on or **before 4:00 p.m. on March 4, 2016.**

**PLEASE TAKE FURTHER NOTICE THAT, IF A RESPONSE IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON April 15, 2016 AT 1:00 P.M. BEFORE THE HONORABLE CHRISTOPHER S. SONTCHI, UNITED STATES BANKRUPTCY JUDGE FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, COURT ROOM #6, 5TH FLOOR, WILMINGTON, DELAWARE 19801. ONLY RESPONSES MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT SUCH HEARING.**

**IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE OBJECTION WITHOUT FURTHER NOTICE OR HEARING.**

Dated: February 16, 2016  
Wilmington, Delaware

*/s/ Michael W. Yurkewicz*

---

Domenic E. Pacitti (DE Bar No. 3989)  
Michael W. Yurkewicz (DE Bar No. 4165)  
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Edward O. Sassower, P.C. (admitted *pro hac vice*)  
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
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-and-

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)  
Ross M. Kwasteniet (admitted *pro hac vice*)  
Brad Weiland (admitted *pro hac vice*)  
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Chicago, Illinois 60654  
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*Co-Counsel for the Debtors and Debtors in Possession*

**Exhibit A**

**Proposed Order**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

---

In re:	)	
	)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 15-11934 (CSS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Related to Docket No. ____
	)	

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**ORDER GRANTING DEBTORS’ FIRST OMNIBUS OBJECTION  
(SUBSTANTIVE) TO PROOFS OF CLAIM 559, 753, 869, 1798, 1799, AND 1800  
FILED ON BEHALF OF LLOYD ODELL NESS AND CERTAIN FAMILY MEMBERS**

---

Upon the objection (the “*Objection*”)<sup>2</sup> of the above captioned debtors and debtors-in-possession (collectively, the “*Debtors*”) seeking entry of an order disallowing the proofs of claim numbered 559, 753, 869, 1798, 1799, and 1800 filed on behalf of Lloyd Odell Ness and certain Family Members; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. §157; and it appearing that venue of this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Objection and opportunity for response having been given; and it appearing that no other notice need be given; and the Court having considered the Objection, the Claims listed on **Exhibit 1** annexed hereto, and any responses thereto; and upon

---

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Objection.

the record herein; and after due deliberation and sufficient cause appearing therefore, it is FOUND AND DETERMINED that:

A. This Objection is a core proceeding under 28 U.S.C. § 157(b)(2).

B. Each holder of a Claim listed on **Exhibit 1** attached hereto was properly and timely served with a copy of the Objection, this Order, the accompanying exhibits, and the notice.

C. Any entity known to have an interest in the Claims subject to the Objection has been afforded reasonable opportunity to respond to, or be heard regarding, the relief requested in the Objection.

D. Each of the Claims on **Exhibit 1** hereto reflects a Claim for which the Debtors do not have any liability.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that:

1. The Objection is granted as set forth herein.
2. Any response to the Objection not otherwise withdrawn, resolved, or adjourned is hereby overruled on its merits.
3. Each of the Claims listed as objectionable claims on **Exhibit 1** hereto are hereby disallowed in their entirety.
4. The official claims register in these cases shall be modified in accordance with this Order.
5. The Debtors' rights to amend, modify, or supplement the Objection, to file additional objections to the Claims or any other Claims (filed or not) which may be asserted against the Debtors, and to seek further reduction of any Claim to the extent such claim has been paid, are preserved. Additionally, should one or more of the grounds of objection stated in the Objection

be dismissed, the Debtors' rights to object on the other stated grounds or on any other grounds that the Debtors may discover during these cases are further preserved.

6. Each Claim and the objections by the Debtors to such Claim, as addressed in the Objection and set forth on Exhibit 1 hereto, constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014 and Local Rule 3007-1. This Order shall be deemed a separate Order with respect to each Claim. Any stay of this Order pending appeal by any Claimants whose Claims are subject to this Order shall only apply to the contested matter which involves such Claimant and shall not act to stay the applicability and/or finality of this Order with respect to the other contested matters listed in the Objection or this Order.

7. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry. All time periods set forth in the Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

8. This Court shall retain jurisdiction over the Debtors and the Claimants whose Claims are subject to the Objection with respect to any matters related to or arising from the Objection and the implementation of this Order.

Dated: \_\_\_\_\_, 2016  
Wilmington, Delaware

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THE HONORABLE CHRISTOPHER S. SONTCHI  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**  
**Ness Claims**

Name of Claimant	Claim Number	Asserted Claim Amount	Reason for Disallowance
Lassen, Robert L. & Velma J. Rev. Tr Robert & Velma Lassen Co Ttees Trust DTD 9/23/13 7001 Firth Rd. Firth, NE 68358	1799	Undetermined – between \$750,000 - \$1,000,000	No basis for claim and no documentation supporting claim
Lassen, Velma Jeanne Ness 7001 Firth Rd. Firth, NE 68538	1798	Undetermined – between \$750,000 - \$1,000,000	No basis for claim and no documentation supporting claim
Ness, Douglass Michael 1005 Paris Ave Hannibal, MO 63401-3227	869	Undetermined – between \$75,000 - \$1,000,000	No basis for claim and no documentation supporting claim
Ness, Lloyd Odell Box 1491 60 Rosalies Ct. Tubac, AZ 85646	559	Undetermined – between \$75,000 - \$1,000,000	No basis for claim and no documentation supporting claim
Ness, Royal Dean P.O. Box 22204 Lincoln, NE 68542-2204	1800	Undetermined – between \$75,000 - \$1,000,000	No basis for claim and no documentation supporting claim
Paul, Renee Joy Ness	753	Undetermined – between \$75,000 - \$1,000,000	No basis for claim and no documentation supporting claim

**Exhibit B**

**Ness Claims**



UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE				PROOF OF CLAIM	
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Samson Resources Corporation <input type="checkbox"/> Samson Contour Energy Co. <input type="checkbox"/> Samson Contour Energy E&P, LLC <input type="checkbox"/> Samson Holdings, Inc.	Case No. 15-11934 15-11936 15-11937 15-11938	<input type="checkbox"/> Samson-International, Ltd. <input type="checkbox"/> Samson Investment Company <input type="checkbox"/> Samson Lone Star, LLC <input type="checkbox"/> Samson Resources Company <input type="checkbox"/> Geodyne Resources, Inc.	15-11939 15-11940 15-11941 15-11942 15-11935	<b>Your Claim is Scheduled As Follows:</b>  <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 0.8em; text-align: center;">Garden City Group, LLC NOV 12 2015</span> </div> <p style="font-size: 0.8em;">If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.				<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (if known)  Filed on: _____	
Name of Creditor (the person or other entity to whom the Debtor owes money or property): <u>LLOYD ODELL NESS</u>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.			
Name and address where notices should be sent: <u>Box 1491</u> <u>60 Rosalies Ct.</u> <u>TUBAC, AZ 85646</u>		Name and address where payment should be sent (if different from above): <u>SAME AS ABOVE</u>			
Telephone number: <u>402-613-5839</u> Email address: <u>lloydness52@me.com</u>		Telephone number: _____ Email address: _____		FILED - 00559 DISTRICT OF DELAWARE SAMSON RESOURCES CORPORATION 15-11934/JUDGE CHRISTOPHER S. SONTCHI	
<b>1. Amount of Claim as of Date Case Filed: \$</b> <u>UNDETERMINED - BETWEEN \$75,000 &amp; 1,000,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.					
<b>2. Basis for Claim:</b> (See instruction #2) <u>Royalties OWED.</u>					
<b>3. Last four digits of any number by which creditor identifies Debtor:</b> <u>1934</u>		<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)		<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)	
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.					
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____			
Describe: <u>Resource Owner</u>		Basis for perfection: <u>BESTOWED UPON SEVERANCE</u>			
Value of Property: \$ <u>Unlimited</u>		Amount of Secured Claim: <u>\$75k - \$1 million</u>			
Annual Interest Rate <u>18%</u> % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable		Amount Unsecured: <u>None.</u>			
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a).</b> If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.					
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4).		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).	
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).	
<u>Mineral Payee</u>				Amount entitled to priority: <u>\$ Full</u>	
*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.					
<b>6. Claim Pursuant to 11 U.S.C. § 503(b)(9):</b> Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____					
<b>7. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #4)					

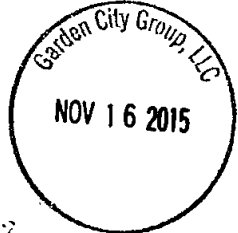


UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE			PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Samson Resources Corporation <input type="checkbox"/> Samson Contour Energy Co. <input type="checkbox"/> Samson Contour Energy E&P, LLC <input type="checkbox"/> Samson Holdings, Inc.		Case No 15-11934 15-11936 15-11937 15-11938	
		<input type="checkbox"/> Samson-International, Ltd <input type="checkbox"/> Samson Investment Company <input type="checkbox"/> Samson Lone Star, LLC <input type="checkbox"/> Samson Resources Company <input type="checkbox"/> Geodyne Resources, Inc.	
		15-11939 15-11940 15-11941 15-11942 15-11943	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the Debtor owes money or property) <b>PAUL, RENEE JOY NESS</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known)	
Name and address where notices should be sent: <b>PAUL, RENEE JOY NESS            1720 SW 9TH ST            LINCOLN, NE 68522-1615</b> FILED - 00753 DISTRICT OF DELAWARE		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.	
Telephone number: <b>SAMSON RESOURCES CORPORATION</b> Email Address: <b>15-11934/JUDGE CHRISTOPHER S. SONTCHI</b>		Filed on: _____	
Name and address where payment should be sent (if different from above). Telephone number: <b>402-570-7219</b> Email Address: <b>husterfan25@windstream.net</b>		If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.	
1. Amount of Claim as of Date Case Filed: \$ <u>undetermined - between \$75,000 - \$1,000,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: (See instruction #2) <u>Royalties owed</u>			
3. Last four digits of any number by which creditor identifies Debtor: <u>5024</u>		3a. Debtor may have scheduled account as: <u>X</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): <u>X</u> (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>Resource owner</u> Value of Property: \$ <u>unlimited</u> Annual Interest Rate: <u>10%</u> % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>\$75K \$1 million</u> Amount Unsecured: \$ <u>none</u>	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4)	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)	Amount entitled to priority: \$ <u>Full</u>
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)	<input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ) <u>minerall payee</u>	
*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			





UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE				PROOF OF CLAIM	
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Samson Resources Corporation <input type="checkbox"/> Samson Contour Energy Co. <input type="checkbox"/> Samson Contour Energy E&P, LLC <input type="checkbox"/> Samson Holdings, Inc.		Case No. 15-11934 15-11936 15-11937 15-11938		<input type="checkbox"/> Samson-International, Ltd. 15-11939 <input type="checkbox"/> Samson Investment Company 15-11940 <input type="checkbox"/> Samson Lone Star, LLC 15-11941 <input type="checkbox"/> Samson Resources Company 15-11942 <input type="checkbox"/> Geodyne Resources, Inc. 15-11943	
<i>NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i>					
Name of Creditor (the person or other entity to whom the Debtor owes money or property). <b>NESS, DOUGLAS MICHAEL</b>			<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.		
Name and address where notices should be sent:  <b>NESS, DOUGLAS MICHAEL 1005 PARIS AVE HANNIBAL, MO 63401-3227</b>			Court Claim Number:  <i>(If known)</i>		
Telephone number <b>573 822 9938 or 9937</b> Email Address <b>natab57 @ Icloud.com</b>			Filed on:		
Name and address where payment should be sent (if different from above):  <b>Same as above</b>			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.		
Telephone number: Email Address			DISTRICT OF DELAWARE SAMSON RESOURCES CORPORATION 15-11934/JUDGE CHRISTOPHER S. SONTCHI		
1. Amount of Claim as of Date Case Filed: \$ <b>UNDETERMINED - BETWEEN \$ 75,000 - \$ 1,000,000.00</b> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6 <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim: Attach a statement that itemizes interest or charges					
2. Basis for Claim: (See instruction #2) <b>Royalties owed</b>					
3. Last four digits of any number by which creditor identifies Debtor: <b>1 9 3 4</b>			3a. Debtor may have scheduled account as: <del>_____</del> (See instruction #3a)		3b. Uniform Claim Identifier (optional): <del>_____</del> (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information				Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other		Describe: <b>Resource Owner</b>		Basis for perfection: <b>Bestowed unpaid Severance</b>	
Value of Property: \$ <b>Unlimited</b>		Annual Interest Rate <b>18</b> % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable		Amount of Secured Claim: \$ <b>75k - 1 million</b>	
				Amount Unsecured: \$ <b>None</b>	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.					
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4)		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Amount entitled to priority: \$ _____	
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property of services for personal, family, or household use - 11 U.S.C. § 507(a)(7)		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ) \$ <b>Full</b>	
		<input checked="" type="checkbox"/> <b>Mineral payee</b>			
<i>*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>					
6. Claim Pursuant to 11 U.S.C. § 503(b)(9). Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____					
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)					

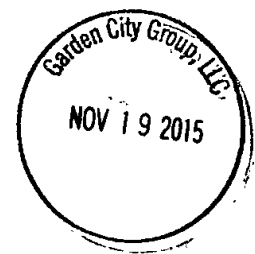




UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE PROOF OF CLAIM

Name of Debtor (Check Only One):	Case No.	<input type="checkbox"/> Samson-International, Ltd.	15-11939
<input checked="" type="checkbox"/> Samson Resources Corporation	15-11934	<input type="checkbox"/> Samson Investment Company	15-11940
<input type="checkbox"/> Samson Contour Energy Co.	15-11936	<input type="checkbox"/> Samson Lone Star, LLC	15-11941
<input type="checkbox"/> Samson Contour Energy E&P, LLC	15-11937	<input checked="" type="checkbox"/> Samson Resources Company	15-11942
<input type="checkbox"/> Samson Holdings, Inc	15-11938	<input type="checkbox"/> Geodyne Resources, Inc	15-11943

**Your Claim is Scheduled As Follows:**



NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the Debtor owes money or property):  
VELMA JEANNE NESS LASSEN

Check this box to indicate that this claim amends a previously filed claim

Name and address where notices should be sent:  
VELMA JEANNE NESS LASSEN  
5131 QUAIL RIDGE DRIVE  
LINCOLN, NE 70014  
*7001 Fifth Rd  
Firth, NE 68538*

Court Claim Number:  
  
(If known)  
  
Filed on \_\_\_\_\_

Name and address where payment should be sent (if different from above):  
  
*Same as above -  
note new address*

Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed: \$ undetermined - between \$750,000 - \$1,000,000  
 If all or part of the claim is secured, complete item 4  
 If all or part of the claim is entitled to priority, complete item 5.  
 If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.  
 Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

FILED - 01798  
DISTRICT OF DELAWARE  
SAMSON RESOURCES CORPORATION  
WILLIAM CHRISTOPHER SANDICE

2. Basis for Claim: (See instruction #2) Royalties owed

3. Last four digits of any number by which creditor identifies Debtor:  
6631

3a. Debtor may have scheduled account as:  
/  
(See instruction #3a)

3b. Uniform Claim Identifier (optional):  
/  
(See instruction #3b)

4. Secured Claim (See instruction #4)  
 Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information

Nature of property or right of setoff:	<input checked="" type="checkbox"/> Real Estate	<input type="checkbox"/> Motor Vehicle
	<input type="checkbox"/> Other	

Describe: Resource Owner

Value of Property: \$ unlimited

Annual Interest Rate 18% %  Fixed or  Variable (when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ \_\_\_\_\_

Basis for perfection: Bestowed upon Severance

Amount of Secured Claim: \$75K - \$1 million

Amount Unsecured: \$ NONE

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

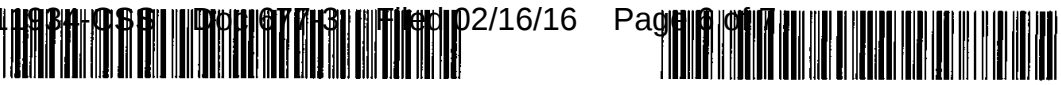
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4)	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).	Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( )	\$ <u>FULL</u>

Mineral payee

\*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim \$ \_\_\_\_\_

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)



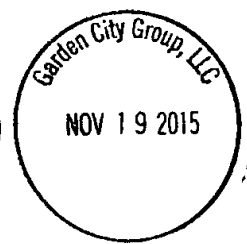
UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor (Check Only One):  Samson Resources Corporation Case No. 15-11934  
 Samson Contour Energy Co Case No. 15-11936  
 Samson Contour Energy E&P, LLC Case No. 15-11937  
 Samson Holdings, Inc. Case No. 15-11938

Samson-International, Ltd. 15-11939  
 Samson Investment Company 15-11940  
 Samson Lone Star, I.L.C. 15-11941  
 Samson Resources Company 15-11942  
 Geodyne Resources, Inc. 15-11943

Your Claim is Scheduled As Follows:



NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the Debtor owes money or property): LASSEN, ROBERT L & VELMA J, REV TR

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:  
 LASSEN, ROBERT L & VELMA J, REV TR  
 ROBERT & VELMA LASSEN CO TTEES  
 TRUST DTD 9/23/13  
 5131 QUAIL RIDGE DR 7001 Fifth Rd  
 LINCOLN, NE 68516-1852 Fifth, NE 68358

Telephone number: 402 791-0565  
 Email Address: bobandvelma@yahoo.com

Court Claim Number: \_\_\_\_\_ (If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above):  
 LASSEN Robert L & Velma J, Rev TR  
 Robert & Velma Lassen COTTEES  
 7001 Fifth Rd Trust DTD  
 Fifth, NE 68358 9/23/13

Telephone number: 402 791 5065  
 Email Address: bobandvelma@yahoo.com

Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS. If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed: \$ Undetermined - between \$750,000 - 1,000,000 FILED - 01799  
 If all or part of the claim is secured, complete item 4.  
 If all or part of the claim is entitled to priority, complete item 5.  
 If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6.  
 Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: (See instruction #2) Royalties owed

3. Last four digits of any number by which creditor identifies Debtor:  
6631 ~~XXXX~~ ~~XXXX~~ ~~XXXX~~

3a. Debtor may have scheduled account as:  
 (See instruction #3a)

3b. Uniform Claim Identifier (optional):  
 (See instruction #3b)

4. Secured Claim (See instruction #4)  
 Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:  Real Estate  Motor Vehicle  
 Other

Describe: Resource Owner

Value of Property: \$ Unlimited

Annual Interest Rate 18% %  Fixed or  Variable (when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ \_\_\_\_\_

Basis for perfection: Bestowed upon severance

Amount of Secured Claim: \$75K - \$1 million

Amount Unsecured: \$ NONE

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

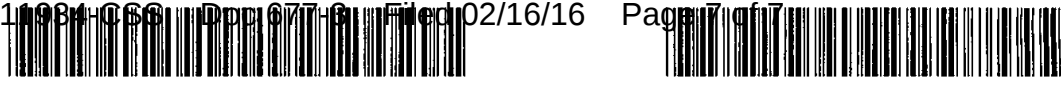
Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)  
 Up to \$2,775\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).  
 Wages, salaries, or commissions (up to \$12,475\*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4)  
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)  
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( )  
 Mineral payee

Amount entitled to priority: \$ Full

\*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ \_\_\_\_\_

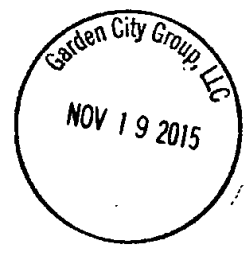
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)



UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE PROOF OF CLAIM

Name of Debtor (Check Only One): Case No.
[X] Samson Resources Corporation 15-11934
[ ] Samson Contour Energy Co. 15-11936
[ ] Samson Contour Energy E&P, LLC 15-11937
[ ] Samson Holdings, Inc. 15-11938
[ ] Samson-International, Ltd 15-11939
[ ] Samson Investment Company 15-11940
[ ] Samson Lone Star, LLC 15-11941
[X] Samson Resources Company 15-11942
[ ] Geodyne Resources, Inc. 15-11943

Your Claim is Scheduled As Follows:



NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the Debtor owes money or property) NESS, ROYAL DEAN

Check this box to indicate that this claim amends a previously filed claim

Name and address where notices should be sent
NESS, ROYAL DEAN
PO BOX 22204
LINCOLN, NE 68542-2204

Court Claim Number:
(If known)

Telephone number: 402 617-6334
Email Address: rdness@yahoo.com

Filed on

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

same as above
FILED - 01800
DISTRICT OF DELAWARE
SAMSON RESOURCES CORPORATION
15-11934/JUDGE CHRISTOPHER S. SONTCHI

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS. If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed: Undetermined - between \$750,000 - \$1,000,000
If all or part of the claim is secured, complete item 4
If all or part of the claim is entitled to priority, complete item 5.
If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6
Check this box if the claim includes interest or other charges in addition to the principal amount of the claim: Attach a statement that itemizes interest or charges.

2. Basis for Claim: Royalties owed (See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor: 4153

3a. Debtor may have scheduled account as: (See instruction #3a)

3b. Uniform Claim Identifier (optional): (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information
Nature of property or right of setoff: [ ] Real Estate [ ] Motor Vehicle [X] Other
Describe: Resource Owner
Value of Property: \$ unlimited
Annual Interest Rate 18% % [ ] Fixed or [ ] Variable (when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$
Basis for perfection: Bestowed upon severance
Amount of Secured Claim: \$75K - \$1 million
Amount Unsecured: \$ NONE

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.
[ ] Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)
[ ] Wages, salaries, or commissions (up to \$12,475\*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4)
[ ] Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Amount entitled to priority:
[ ] Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ). \$ FULL
[X] Mineral payee
\*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before September 16, 2015, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business Attach documentation supporting such claim. \$

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

**Exhibit C**

**Stuart Declaration**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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

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**DECLARATION OF JOHN L. STUART IV IN  
SUPPORT OF THE DEBTORS’ OMNIBUS OBJECTION  
(SUBSTANTIVE) TO PROOFS OF CLAIM 559, 753, 869, 1798, 1799, AND 1800  
FILED ON BEHALF OF LLOYD ODELL NESS AND CERTAIN FAMILY MEMBERS**

---

I, John L. Stuart IV, hereby declare under penalty of perjury:

1. I am the Chief Restructuring Officer (“CRO”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”). I have served in this capacity since October 2015, and I am generally familiar with the Debtors’ day-to-day operations, business and financial affairs, and books and records. I am above 18 years of age, and I am competent to testify.

2. I submit this declaration to support the relief requested in the *Debtors’ First Omnibus Objection (Substantive) to Proofs of Claim 559, 753, 869, 1798, 1799, and 1800 Filed on Behalf of Lloyd Odell Ness and Certain Family Members* (the “Objection”), which requests the Court to disallow and expunge the proofs of claim filed on behalf of Lloyd Odell Ness and certain members of his family (collectively, the “Ness Claimants”), which are maintained on the

---

<sup>1</sup> 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.

claims register as claim numbers 559, 753, 869, 1798, 1799, and 1800 (collectively, the “Ness Claims”). Unless otherwise indicated, all facts set forth in this declaration are based upon (a) my personal knowledge of the Debtors’ operations and financial performance, (b) information learned from my review of relevant financial and operational data regarding the Debtors, (c) information received from members of the Debtors’ management or their advisors, and (d) my experience advising distressed companies and their stakeholders over the past sixteen years. I have reviewed the Objection, including the proposed order and Exhibit 1 thereto, and the information contained therein is true and correct to the best of my knowledge and belief.

3. I am authorized to submit this declaration on behalf of the Debtors, and, if I were called upon to testify, I could and would testify competently to the facts set forth herein.

#### **The Ness Royalty Interests**

6. The Ness Claimants own royalty interests in 10 North Dakota wells operated by the Debtors. Collectively, the wells have produced approximately 825 Mmcfe<sup>2</sup> of natural gas and approximately 697,000 barrels of oil since 2013. The Ness Claimants’ royalties arise from that certain Oil and Gas Lease, dated June 27, 2007, by and between Lois P. Ness and Sundance Oil and Gas, LLC (the “Ness Lease”), which provides for the lessor thereunder to be paid a one-sixth royalty of all oil and gas produced from the wells. To the best of the Debtors’ knowledge, the Ness Claimants are successors to Lois P. Ness, and Debtor Samson Resources Company is the successor to Sundance Oil and Gas, LLC.

7. Based on a review of the Debtors’ records, the Debtors have made all required royalty payments to the Ness Claimants. More specifically, from November 2012 to January 2016, the Debtors paid Mr. Ness a total of \$48,123.49 in royalty payments under the Ness Lease.

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<sup>2</sup> “Mmcfe” means millions of cubic feet equivalents.

The Debtors have deducted approximately \$1,930 in post-production costs from Mr. Ness's royalty payments since 2012. Likewise, as to all the other Ness Claimants, the Debtors have paid all required royalty payments and have deducted a similar proportion in post-production costs.

8. The analysis of the proofs of claim submitted in these chapter 11 cases indicates that there are very few royalty owners with any dispute regarding the amount they are owed. Altogether, approximately 1,500 unique parties holding royalty interests filed proofs of claim, out of approximately 50,000 royalty holders. Based on A&M's review, only 79 proofs of claim disputed the amounts paid on account of their royalty interests, and of this number, six (or approximately 7.5 percent) are the Ness Claims. Thus, fewer than one fifth of one percent of all of the Debtors' royalty owners have any dispute with respect to the Debtors' royalty calculations.

9. Accordingly, the purported factual basis for the Ness Claims is inconsistent with the Debtors' royalty payment records. For that reason, and for the other reasons stated in the Objection, I believe the Ness Claims should be disallowed and expunged.

*[Remainder of page intentionally left blank.]*

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: February 16, 2016

*/s/ John L. Stuart*

---

John L. Stuart IV  
Samson Resources Corporation  
Chief Restructuring Officer



**Exhibit D**

**Examiner Objection**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

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**DEBTORS’ OBJECTION TO ACTING UNITED STATES TRUSTEE’S  
MOTION FOR AN ORDER DIRECTING THE APPOINTMENT OF AN EXAMINER**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this objection in response to the motion for an examiner [Docket No. 474] filed by the United States Trustee (the “U.S. Trustee”). In support of this objection, the Debtors have filed contemporaneously herewith the declarations of Mr. Alan B. Miller, the Debtors’ independent director, and Mr. John L. Stuart, the Debtors’ chief restructuring officer, and respectfully state as follows.

**Introduction**

1. The appointment of an examiner in these cases is both unnecessary and inappropriate. This and other Courts have consistently held that they should not appoint an examiner if an investigation has already been performed or if there is no credible issue to be investigated. While certain other courts have found that section 1104(c) of the Bankruptcy Code requires the mandatory appointment of an examiner, this Court has consistently rejected that interpretation, holding that an

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<sup>1</sup> 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.

examiner should only be appointed if a third-party investigation is in the interest of creditors and the estates and appropriate under the circumstances.<sup>2</sup>

2. Here, the U.S. Trustee has asked the Court to appoint an examiner to investigate matters that have already been investigated or are currently being investigated: (a) the data breach and theft of \$1.8 million by an unknown party and (b) allegations of underpayment from a very small handful (approximately 0.1 percent) of the Debtors' 50,000 royalty owners. But both of these matters have been the subject of full, open, and transparent investigations. There is simply no need to appoint a third-party examiner to duplicate these efforts; the U.S. Trustee's motion should be denied.

3. Multiple investigations into the theft on November 17, 2015—when an unknown party accessed the Debtors' email system to wire \$1.8 million to a third party account—are already underway or complete. These include an independent investigation commissioned by Samson's audit committee, a review of that investigation and any appropriate additional response by the Debtors' independent director, and a potential criminal investigation by the FBI. In fact, the audit committee's own thorough investigation is already complete, and the process and findings of that investigation are detailed in the report filed under seal and attached hereto as **Exhibit A**. The Debtors have already taken steps to improve their security processes and systems to prevent an attack like this one from happening again. Another investigation into the theft by an examiner would be redundant and inappropriate and would unnecessarily burden the Debtors and their estates.

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<sup>2</sup> Compare *In re ASARCO LLC*, No. 05-21207 (Bankr. S.D. Tex. Mar. 4, 2008 (finding that, even though “no current matter in the case warrants the attention of an examiner,” appointment was required by section 1104(c) and appointing an examiner with no duties); with *In re Visteon Corp.*, No. 09-11786 (Bankr. D. Del. May 12, 2010), Hr'g Tr. 170:16–20 (denying appointment of examiner and noting, “[t]here has to be an appropriate investigation that needs to be done”).

4. The allegations of fraud from a handful of the Debtors' 50,000 royalty owners are nothing more than garden-variety claims disputes. The allegations have no basis in law or fact. Contrary to the allegations of Lloyd and Mary Ness and certain members of the Williams family, the Debtors take only proper and lawful deductions from royalty disbursements. Typically, state law provides for operators like the Debtors to deduct post-production costs from royalty distributions, and (where permitted) the Debtors do just that. For example, since 2012, the Debtors have deducted approximately \$1,660 in total post-production costs from Mr. Ness's royalty payments.

5. Recently, royalty payments have fallen with commodity prices, leaving some royalty holders less satisfied than they were before the recent steep pricing decline. In any event, the disputes between the Debtors and this handful of landowners are simple claims disputes that should be handled in the adversarial process of claims reconciliation, *not* through a potentially expensive and time-consuming examiner investigation.

6. Indeed, out of approximately 50,000 royalty owners, fewer than 60 have raised any issue with the Debtors' royalty calculations through the claims process. Almost half of those 60 is made up of Mr. and Mrs. Ness and certain members of the Williams family—the core of a very small group of royalty owners the Debtors believe have asserted the allegations the motion seeks to have investigated. Certain of these parties have campaigned against the Debtors for years with baseless allegations and threats (as well as a formal *pro se* lawsuit filed by Mr. and Mrs. Ness over approximately \$1,660 in royalty deductions pending in federal court), which have only escalated in frequency since the Debtors commenced these chapter 11 cases. (Most recently, Mr. and Mrs. Ness submitted an objection—which the Court overruled—to the Debtors' motion to enter into a hold harmless agreement with JPMorgan Chase to secure the return of \$1.5 million stolen from the estates on grounds purportedly related to their royalty interest allegations. [*See* Docket No. 510.]) The

Debtors have communicated with Mr. and Mrs. Ness and the Williams family on numerous occasions both before and after the commencement of these chapter 11 cases and repeatedly explained the faults in their allegations—all to no avail. These individuals are proceeding *pro se* and have at times exhibited erratic and offensive behavior and statements. Their allegations have no merit. And there is simply no room for this repeated harassment and belligerent innuendo.

7. Appointing an examiner to investigate these allegations would only serve to reward and incentivize bad behavior, provide no benefit these chapter 11 estates or their stakeholders and result in the unnecessary waste of resources. This is especially true in light of Mr. Miller’s review of the underlying royalty owner allegations and the fact that any disputes with certain royalty owners will be properly adjudicated in the context of the claims resolutions process. Accordingly, the Debtors respectfully request that the Court deny the U.S. Trustee’s motion in its entirety.

### **Objection**

#### **I. Appointing an Examiner Is Inappropriate and Detrimental to the Debtors’ Estates and Creditors.**

8. Section 1104(c) of the Bankruptcy Code provides that a court shall order the appointment of an examiner to conduct an investigation of the debtor “as is appropriate” if (a) such appointment is “in the best interests of creditors” or (b) the debtor has more than \$5 million in debts. 11 U.S.C. § 1104(c). Thus, even for a debtor with more than \$5 million in debts, section 1104(c) requires that an independent third party investigation be *appropriate* under the circumstances. *See, e.g., In re Spansion, Inc.*, 426 B.R. 114, 127 (Bankr. D. Del. 2010) (declining to appoint an examiner because there was “no sound purpose in appointing an examiner . . . when there exists insufficient basis for an investigation”); *In re Am. Home Mortgage Holdings, Inc.*, No. 07-11047 (Bankr. D. Del. Oct. 31, 2007), Hr’g Tr. 76:11–12 (noting section 1104(c)’s \$5 million threshold is only one element

and “the other piece of the puzzle is that there has to be an investigation to perform that’s appropriate”).

9. Courts have found that no examiner should be appointed if either (a) the issue at hand *has already been adequately investigated* or (b) *there is no colorable issue to be investigated*. See *In re Residential Cap.*, 474 B.R. 112, 121 (Bankr. S.D.N.Y. 2012) (holding appointment of examiner not warranted if “an appropriate and thorough investigation has already been conducted (or is nearly complete)”); *Spansion*, 426 B.R. at 127 (finding “no sound purpose in appointing an examiner . . . when there exists insufficient basis for an investigation”); see also *In re Wash. Mutual Inc.*, No. 08-12229 (Bankr. D. Del. May 5, 2010), Hr’g Tr. 98:12–100:21 (denying motion to appoint examiner where debtor had been “investigated to death”).

10. The Court should decline to appoint an examiner. *First*, with respect to the data breach and theft, three levels of investigation are already completed or underway; there is simply nothing to be gained from a redundant investigation by an examiner. *Second*, with respect to the landowner allegations, there is no legal or factual basis for the claims, and they can (and should) be properly dealt with in the claims resolution process. In either case, appointing an examiner would only force the Debtors (and, by extension, their creditors) to bear the unnecessary cost of an additional investigation that is not in the interests of the estates.

## **II. The Debtors Responded Quickly and Appropriately to the Discovery of the Data Breach.**

11. The Debtors took prompt and appropriate action in response to the recent data breach and wire fraud and have been forthcoming regarding the incident with all key parties in these chapter 11 cases. On November 17, 2015, an outside party gained access to Samson’s email system and used the email account of the Debtors’ CFO to send an email from the CFO’s address to an

employee in the Debtors' treasury department with instructions for Debtor Samson Investment Company to wire approximately \$1.78 million to a third-party bank account.

12. The attack was not unlike cyber crimes commonly perpetrated against many other organizations. According to an industry-leading study, as many as approximately 80,000 similar crimes are suffered annually by businesses, charities, and public organizations. *See* 2015 Data Breach Investigations Report 7 (Verizon Enterprise Apr. 13, 2015) available online at <https://msisac.cisecurity.org/whitepaper/documents/1.pdf> (last accessed Dec. 23, 2015).

**A. The Debtors' Independent Investigation and Recovery of Funds.**

13. The Debtors discovered the fraud shortly after their treasury department wired the funds and immediately sought to reverse the wire. The Debtors quickly contacted the appropriate authorities as well as their auditor, their insurance carrier, and key parties in these chapter 11 cases (including the first and second lien agents, creditors' committee, and U.S. Trustee).

14. The Debtors also immediately contacted their depository bank, JPMorgan Chase, and JPMorgan contacted the wire destination bank, Regions Bank. The banks have been able to locate and hold in suspense approximately *\$1.46 million to be returned to the Debtors*. The Debtors expect to secure the return of those funds before the end of December 2015.<sup>3</sup> Through the efforts of the Debtors (and the cooperation of the banks), the incident should result in a loss of only approximately \$300,000 (and that only if the Debtors are unable to recover the balance from insurance).

15. While the Debtors worked to recover the stolen funds, the audit committee of Samson's board of directors initiated an investigation into the theft shortly after it was discovered.

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<sup>3</sup> As a condition to the funds' return, JPMorgan Chase has required the Debtors to execute a hold harmless and indemnity agreement pursuant to which JPMorgan Chase agrees to return the funds and Debtor Samson Investment Company agrees to indemnify, release, and hold harmless JPMorgan Chase. The Debtors' request for authority to enter into and perform under this agreement was granted by the Court on December 29, 2015 [Docket No. 517].

That investigation included interviewing the Debtors' CFO and treasury personnel, collecting and reviewing approximately 32,000 documents dating back to before the Petition Date, and reviewing the Debtors' wire history to ensure no other problematic transfers were made. Through this diligent work, the audit committee's investigation discovered that the perpetrators first obtained access to the CFO's email account on November 10, with their access appearing to have originated in Nigeria. The investigation discovered no signs of malware or other keystroke tracking software on the CFO's computer devices. A copy of the investigation report is filed under seal and attached hereto as **Exhibit A**.

16. The Debtors have taken (and continue to take) steps to bolster their security processes and systems. In particular, the Debtors immediately effected three new policies for their treasury department. First, all wires will require appropriate third party documentation (for example, an invoice) before being issued. Second, whenever a wire is requested for same-day processing, the Debtors' Treasurer must obtain in-person or oral confirmation from the individual requesting the wire that the request is valid. Third, all material wires will require pre-approval from Alvarez & Marsal (the Debtors' management services firm for these chapter 11 cases). Further, with the help of the investigation's findings and the recommendations of Ernst & Young and Stroz Friedberg (a leading digital investigations and security firm), the Debtors have identified and are implementing changes to strengthen policies, procedures, and related personnel training. These changes will help the Debtors guard against any future data attack.

**B. Other Investigations.**

17. In addition to the independent investigation directed by the audit committee, the Debtors requested that their independent director, Mr. Miller, review the incident. Mr. Miller (with the advice of his independent counsel) intends to evaluate the investigation and the report to



determine whether any further action would be in the Debtors' best interests. That review is currently in progress.

18. Moreover, promptly upon discovering the theft, the Debtors reported the event to the Tulsa, Oklahoma, office of the Federal Bureau of Investigation. The Debtors have been in contact with the FBI to provide additional information and understand that the FBI is currently conducting its own investigation into the theft.

**C. Communications with Parties in Interest and the Court.**

19. The Debtors have been forthcoming and transparent with their key stakeholders (including the U.S. Trustee and the Court) throughout the process. The Debtors reported their discovery of the theft to the U.S. Trustee and counsel to each of the creditors' committee and the Debtors' first and second lien agents by email on November 20, 2015 and to the Court at the next hearing (on December 8, 2015). Since then, the Debtors have kept the U.S. Trustee and other key stakeholders informed of updates on the Debtors' investigation and progress in recovering the stolen funds, and, just recently, the Debtors' independent director, Mr. Miller, reached out to the U.S. Trustee to discuss the topics raised in the motion.

**III. The Debtors' Royalty Practices and Applicable Law Completely Refute the Claims Raised by the Royalty Owners.**

20. The allegations brought by royalty owners including Mr. and Mrs. Ness and the Williams family have no merit. The Debtors operate approximately 8,500 wells on nearly 1.5 million acres of land that they lease from third parties. These leases provide, as is typical, that the operator will pay the landowner or other parties a royalty on account of the oil and gas produced from the land. In all, the Debtors pay royalties to *approximately 50,000 parties*. The Debtors' royalty holders include individuals (including Mr. and Mrs. Ness and the heirs of Beatrice Seamster Williams) as well as sophisticated investors and oil and gas companies.

**A. Royalty Claimants in These Chapter 11 Cases.**

21. Of the approximately 50,000 total royalty owners, over 1,500 filed proofs of claim in these chapter 11 cases. Based on the Debtors' preliminary review, of those 1,500 proofs of claim, a mere 57 assert any dispute with respect to the Debtors' calculation of royalty payments—and 23 of those were filed by members of the Williams family.

22. That means that *only one tenth of one percent* of all the Debtors' royalty owners have *any* dispute with respect to the Debtors' royalty calculations. These parties include numerous sophisticated investors and oil and gas companies.<sup>4</sup> No one with a royalty on land in North Dakota (other than Mr. Ness) has objected to these deductions historically taken by the Debtors—none out of more than 1,000.

23. The Debtors believe that the landowner allegations raised in the motion come from a very small handful of vocal royalty owners. Over 20 individuals are members of the Williams family. [See, e.g., Docket Nos. 152, 153, 154, 155, 156, 157, 158, 160.] The most persistent of these parties, however, are Mr. and Mrs. Ness, who have made allegations against the Debtors for years. [See, e.g., Docket No. 161.] These parties assert, despite the absence of legal or factual support, that the Debtors have intentionally underpaid their royalties. Their allegations are simply wrong.

**B. The Williams Family's Royalty Payments Have Been Properly Calculated and Are Small Because of the Size of Their Interests and Because of Oil and Gas Prices.**

24. The members of the Williams family have taken issue with the royalty payments the Debtors have attributed and paid to them. [See, e.g., Docket No. 160 (“Other heirs and I have been

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<sup>4</sup> The Debtors note the recent filing of a request for adequate protection filed by an overriding royalty interest holder, Chisos, Ltd. [Docket No. 504]. While the Debtors disagree with the Chisos assertions, that dispute is a commercial dispute being prosecuted through appropriate motion practice. In other words, it is wholly unlike the claims raised by the Williams family and Mr. Ness.

becoming more and more concerned as to the annual dollar amounts for such Royalty related payments. . . . If this has happened Royalty payments to us as heirs may have been under paid over time and continue to be so.”.] These individuals have questioned whether the Debtors are “taking undue advantage” of them or are otherwise engaged in misconduct. [*See id.*]

25. The Debtors have properly calculated the Williams’ royalty payments, and there is no misconduct to be investigated. There is a simple explanation for the size of the Williams family’s royalty payments: their royalty payments have become very small due to (a) the steep decline in natural gas and oil prices, (b) the natural production decline of a well that dates back decades (and predates Samson’s acquisition of the related working interest), and (c) the family members’ interests have been divided many times through inheritance.

26. The Debtors understand that William Seamster was the original landowner, and his royalty decimal interest in the relevant tract was .0077637. William Seamster had five children, one of whom was Beatrice Seamster Williams, whose royalty decimal interest was .00155274 (one-fifth of William Seamster’s). Beatrice had six children, each of whom held a one-thirtieth share of William’s original royalty, or .00025879. Each of the members of the Williams family who has filed pleadings of claims in these cases are grandchildren of Beatrice (except for Timothy John Farris, who is Beatrice’s great grandson [*see* Docket No. 152]), meaning their interests are small fractions of Beatrice’s one-thirtieth. To further reduce the proceeds of these interests to account for the fall in natural gas and oil prices since mid-2014, and it should be no wonder that the relevant royalty payments are quite small.

27. On multiple occasions, the Debtors have attempted to explain the calculations underlying the royalty payments described above to members of the Williams family. These communications occurred in person following a hearing before the Court, by letter, by email, and by

telephone. The Williams family continues to believe that they are entitled to larger payments on the royalty.

**C. Mr. Ness’s Assertions Are Wrong as a Matter of North Dakota Law.**

28. Mr. Ness has articulated a legal argument for why he believes the Debtors have underpaid him: specifically, he argues that the Debtors’ practice of charging post-production costs against his royalty payments is illegal. In other words, Mr. Ness believes that the Debtors are not permitted to deduct the costs of transporting, marketing, and selling the natural gas (among other necessary costs) that they pull from the ground from the revenue the Debtors receive before calculating the royalty payable to Mr. Ness.

29. North Dakota law, which governs this dispute regarding real property rights in North Dakota, is perfectly clear. Under the “at the well” rule adopted by the North Dakota Supreme Court, a well operator is entitled to deduct *post-production* costs prior to calculating and paying a royalty where a lease provides for the payment of gas royalties based on the value of the gas “at the well.” *See Bice v. Petro-Hunt, L.L.C.*, 768 N.W.2d 496, 502 (N.D. 2009). The Debtors have appropriately done just that.

30. Since 2012, the Debtors have deducted approximately **\$1,660 in total** from Mr. Ness’s royalty disbursements for post-production costs. Subparagraph 3 of paragraph 3 of Mr. Ness’s lease, a copy of which is attached hereto as **Exhibit B** (the “Lease”), requires the Debtors to pay royalties at the rate of one sixth of the proceeds “*at the mouth of the well.*” Lease ¶ 3 (emphasis added). The Debtors’ deduction of post-production costs from Mr. Ness’s royalties, therefore, fully complies with applicable North Dakota law and the express terms of the Lease. In fact, despite Mr. Ness’s repeated inquiries, the North Dakota Attorney General, the North Dakota Industrial Commission, and the North Dakota Governor’s Office have each refused to assert any illegality or pursue any action against the Debtors. In addition, to the Debtors’ knowledge, substantially all well

operators typically take post-production deductions where permitted by law and the terms of the applicable leases.

31. Since early 2014, the Debtors have made attempts to explain these facts and the legal reasoning behind the deductions reflected in Mr. Ness's royalty payments. Nonetheless, Mr. Ness either does not understand or does not agree with the facts as the Debtors presented them, and as a result, he appears determined to fight with the Debtors at every turn.

**D. Mr. Ness and the Williams Family Have Perpetrated a Long Campaign Against the Debtors, Despite the Flaws in Their Assertions.**

32. Since early 2014, Mr. Ness has bombarded the Debtors with dozens of letters, telephone calls, and emails, particularly after the Petition Date (with many of these emails sent to the entire service list in these chapter 11 cases). Throughout 2014, the Debtors attempted to engage Mr. Ness, including in-person meetings, multiple discussions over the phone, and written responses to address his questions and concerns. The Debtors provided legal, financial, and accounting records as well as an explanation of the law governing Mr. Ness's royalty interests.

33. Nonetheless, Mr. Ness has persisted in attempting to advance his claims while his communications have grown ever more confusing. For example, on October 22, 2015, Mr. Ness wrote:

[REDACTED]

Email from Lloyd Ness (Oct. 22, 2015).

34. He has asserted that there is a conspiracy between the Debtors' CEO, a founder of one of the Debtors' equity owners, and third-party natural gas company ONEOK, Inc. to defraud royalty owners:

[REDACTED]

Email from Lloyd Ness (Nov. 21, 2015). (Notwithstanding Mr. Ness's statements to the contrary, there is no corporate ownership relationship between any of the Debtors and ONEOK.)

35. He characterizes his efforts as [REDACTED]

[REDACTED] *See, e.g.*, Email from Lloyd Ness (Nov. 6, 2015). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Email from Lloyd Ness (Oct. 13, 2015).

[REDACTED]

Email from Lloyd Ness (Oct. 20, 2015).

36. Mr. Ness's theories are not limited to the Debtors: Mr. Ness believes the petroleum exploration and production industry in general is engaged in a scheme to defraud royalty owners.

*See, e.g.*, Email from Lloyd Ness (Oct. 31, 2015) [REDACTED]

[REDACTED]

37. Certain of Mr. Ness's correspondence has crossed into offensive territory. He has made accusations of [REDACTED] and reference to events ranging from the [REDACTED] [REDACTED].

[REDACTED]

[REDACTED]

[REDACTED]

Email from Lloyd Ness (Dec. 29, 2015).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Email from Lloyd Ness (Oct. 30, 2015).

[REDACTED]

Email from Lloyd Ness (Oct. 20, 2015).

[REDACTED]

Email from Lloyd Ness (Nov. 19, 2015).

38. The emails referenced above, included in over 100 emails sent by Mr. Ness to the Debtors, their counsel, and numerous other parties in interest in these chapter 11 cases since the petition date, are filed under seal and attached to this objection as **Exhibit C** in chronological order. This history forms the real core of the Mr. Ness's allegations. There simply is no legal controversy, and the Debtors have done all they can to address Mr. Ness's complaints.

39. The Williams family has similarly contacted the Debtors by mail, email, and telephone regarding their dispute over royalty payments. From time to time, members of the Williams family have proposed that the Debtors make significant payments to resolve the alleged dispute. For example, in June 2015, individuals purporting to speak for all heirs of Beatrice Seamster Williams proposed that the Debtors pay the Williams family [REDACTED]

[REDACTED] :

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Email from Timothy Williams (June 29, 2015).



40. More recently, family member Calvin Williams recently made settlement offers of

[REDACTED]

Emails from Calvin Williams (November 4, 8, 2015). Each of these proposals is reflected in selected correspondence filed under seal and attached hereto as **Exhibit D**. These proposed settlement amounts ignore and reflect little connection to the facts associated with the parties' respective royalty interests.

**IV. The Facts Here Dictate That Appointing an Examiner Would Be Inappropriate and Against the Best Interests of the Debtors' Estates and Creditors.**

41. At bottom, section 1104(c) of the Bankruptcy Code provides that if appointing an examiner and order an investigation is not appropriate, no examiner should be appointed. *See, e.g., Spansion*, 426 B.R. at 127 (declining to appoint an examiner because there was "no sound purpose in appointing an examiner . . . when there exists insufficient basis for an investigation"); *In re Am. Home Mortgage Holdings, Inc.*, No. 07-11047 (Bankr. D. Del. Oct. 31, 2007), Hr'g Tr. 76:11-12 (noting section 1104(c)'s \$5 million threshold is only one part of test and "the other piece of the puzzle is that there has to be an investigation to perform that's appropriate"); *see also In re Innkeepers USA Trust*, No. 10-13800 (Bankr. S.D.N.Y. Sept. 30, 2010), Hr'g Tr. 167:21-168:03 ("[C]ourts have quite understandably and properly, I believe, pushed back and declined to appoint an examiner to join an otherwise crowded fray, in which the many combatants are well armed and highly motivated.").

42. Indeed, this Court has explained, "it would be an absurd result to find that in every case where the financial criteria is met and a party-in-interest asks, the Court must appoint an examiner." *In re Visteon Corp.*, No. 09-11786 (Bankr. D. Del. May 12, 2010), Hr'g Tr. 170:16-20

(denying appointment of examiner and noting, “[t]here has to be an appropriate investigation that needs to be done”).<sup>5</sup>

43. For that reason, a request for an examiner must be supported by *more* than mere allegations of misconduct. See *In re Gilman Serv’s, Inc.*, 46 B.R. 322, 327 (Bankr. D. Mass. 1985) (“Even though § 1104 provides for the appointment of an examiner to investigate allegations of fraud, dishonesty, and gross mismanagement, mere allegations of misconduct will not suffice; there must be a factual basis supporting the need for an independent investigation.” (citing *In re Lenihan*, 4 B.R. 209 (Bankr. D.R.I. 1980))).

44. In determining whether appointment of an examiner is appropriate, courts have applied the same standard as is applied when deciding whether to appoint a trustee. See, e.g., *Table Talk, Inc.*, 22 B.R. at 710. Specifically, the appointment is appropriate only when there is sufficient evidence that (a) the protection afforded by an examiner is needed and (b) the costs and expenses of the examiner would not be disproportionately higher than the value of the protection afforded. See H.R. Rep. No. 95-595, 95th Cong., 1st Sess. 402 (1977); *Table Talk*, 22 B.R. at 712–13 (“The legislative history clearly states the standard: the protection must be needed and the costs must not be disproportionately high.”); see also *In re Shelter Res. Corp.*, 35 B.R. 304, 305 (Bankr. N.D. Ohio 1983) (declining to appoint an examiner, stating that “[t]he appointment of an examiner would entail undue delay in the administration of this estate and most likely cause the debtor to incur substantial and unnecessary costs and expenses detrimental to the interests of creditors and parties in interest”);

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<sup>5</sup> Even if the Court were to find—contrary to prior decisions—that section 1104(c)(2) dictates mandatory appointment of an examiner for a debtor with more than \$5 million in debts, courts arriving at such a conclusion have nevertheless held that the qualifying term “as is appropriate” grants bankruptcy courts “the discretion to determine the nature and scope of the examiner’s investigation.” See, e.g., *In re UAL Corp.*, 307 B.R. 80, 84 (Bankr. N.D. Ill. 2004); *Morgenstern v. Revco D.S., Inc. (In re Revco D.S., Inc.)*, 898 F.2d 498, 501 (6th Cir. 1990) (recognizing a bankruptcy court’s “broad discretion to direct the examiner’s investigation, including its nature, extent, and duration”). At least one court has appointed an examiner with *no duties* at all. See, e.g., *In re Asarco, LLC*, No. 05-21207 (Bankr. S.D. Tex. Mar. 4, 2008).

Collier on Bankruptcy ¶ 1104.03[2] (stating that courts have denied the appointment of an examiner when such an appointment would “constitute an unnecessary expense,” or “interfere with the expeditious resolution of the case”).

45. In that vein, courts commonly decline to appoint an examiner where sufficient investigation has already been undertaken, rendering further investigation superfluous. *See Residential Cap.*, 474 B.R. at 121 (appointment of examiner not warranted if “an appropriate and thorough investigation has already been conducted (or is nearly complete)”); Hr’g Tr. 98:12–100:21, *In re Wash. Mutual Inc.*, No. 08-12229 (Bankr. D. Del. May 5, 2010) (denying motion to appoint examiner where debtor had been “investigated to death” and where cost would be unjustifiably high compared to benefit parties in the case would receive).

46. Court also refuse to appoint an examiner if the proposed topic of investigation is better evaluated through the adversarial process of litigation, including the claims reconciliation process. *See, e.g., In re Wash. Mutual Inc.*, No. 08-12229 (Bankr. D. Del. May 5, 2010), Hr’g Tr. 100:16 (noting appointment of examiner is “no substitute for the adversarial process extant in bankruptcy court and the duty of the Court, after hearing the views of the opposing parties . . . in resolving a conflicting claim [against the debtor’s assets]”).

47. Neither of the topics raised by the motion here warrant the appointment of an examiner.

**A. Appointing an Examiner Regarding the Data Breach Despite the Several Investigations Underway (or Already Complete) Is Inappropriate.**

48. There is simply no need to appoint an examiner to conduct an investigation into the data breach when multiple parties—including the audit committee of Samson’s board of directors, the Debtors’ independent director, and the FBI—are already investigating the matter (or, in the case of the audit committee, have already concluded an investigation). Moreover, the Debtors expect to

recover approximately 80 percent of the stolen funds before the end of this month, and the Debtors believe the balance is likely to be recovered from insurance proceeds.

49. There is nothing more to be gained from appointing an examiner to investigate the data breach and theft. Nonetheless, if an examiner is appointed, the Debtors will have to bear the (potentially significant) costs of the examiner's (unnecessary) investigation. Appointing an examiner on this topic would be unnecessary and unduly burdensome—and so inappropriate for these chapter 11 cases.

**B. Appointing an Examiner Regarding the Royalty Owners' Allegations Is Inappropriate in Light of the Lack of Legal or Factual Support for Those Assertions.**

50. An investigation regarding the royalty owners' allegations is also unnecessary and would harm the Debtors, their estates, and their creditors, rather than serve their best interests. As described above, neither Mr. and Mrs. Ness nor the Williams family raise any colorable theory that the Debtors have underpaid their royalties.

51. The Williams family's royalty payments have fallen due to the decline in commodity prices (as have the rest of the Debtors' royalty owners' payments) and the natural decline in production from a well that has operated for decades. Further, the very small fractions of the original interest held by the third (or fourth) generation of descendants of the original Williams family interest holder mean the payments they are entitled to are quite modest. And as explained in detail above, Mr. and Mrs. Ness's theory of illegal deduction of post-production costs is contrary to applicable North Dakota law.

52. In short, an examiner investigating these allegations is not going to produce anything useful for anyone involved, including the Williams family and Mr. and Mrs. Ness. To the contrary, the costs the Debtors' estates would incur would be a waste and would harm all of the Debtors' creditors. Appointing an examiner on this topic is inappropriate, and the motion should be denied.

**C. The Royalty Owners' Allegations Can (and Should) Be Resolved Through Claims Resolution Process.**

53. Rather than appointing an examiner, these disputes should be handled as would any other claims dispute: through the claims reconciliation process. Examiners were not intended, nor are they utilized, to investigate and opine on claims disputes, particularly ones based on differing interpretation of a simple contract. If they were, every case would require many examiners to investigate the claims pool and submit a third party opinion for the bankruptcy judge to consider alongside the adversarial process of claims litigation.

54. The Williams family and Mr. and Mrs. Ness have filed proofs of claim, and so the Debtors will be forced to resolve their allegations, whether through settlement or adjudication, in the claims reconciliation process. It is through that process that these disputes with Mr. Ness, the Williams family, and any other landowners should be resolved—not by appointing an examiner. As noted by Judge Walrath, appointment of an examiner “is no substitute for the adversarial process.” Hr’g Tr. at 100:16, *In re Wash. Mutual Inc.*, No. 08-12229 (Bankr. D. Del. May 5, 2010). Mr. Ness and other royalty holders will have their day in court in connection with asserting and litigating their claims. To appoint an examiner on this subject would reward Mr. Ness and the other royalty owners involved for their tactics while imposing undue costs and delay in these chapter 11 cases.<sup>6</sup>

**Conclusion**

55. For the reasons stated herein, the Court should exercise its discretion to decline to appoint an examiner and deny the motion.

*[Remainder of page intentionally left blank.]*

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<sup>6</sup> In the event the Court believes appointing an examiner is warranted with respect to the royalty owners’ allegations, the scope of the examiner’s investigation should be limited to the payments to those particular royalty owners and should not expand to include an audit of all of the Debtors’ royalty payment practices—which could be extremely expensive and time-consuming to the detriment of the Debtors’ estates and stakeholders.

WHEREFORE, the Debtors respectfully request that the Court deny the motion and grant such other and further relief as the Court deems appropriate.

Dated: December 30, 2015  
Wilmington, Delaware

*/s/ Domenic E. Pacitti*  
Domenic E. Pacitti (DE Bar No. 3989)  
Michael W. Yurkewicz (Del. Bar No. 4165)  
**KLEHR HARRISON HARVEY BRANZBURG LLP**  
919 N. Market Street, Suite 1000  
Wilmington, Delaware 19801  
Telephone: (302) 426-1189  
Facsimile: (302) 426-9193

-and -

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Philadelphia, Pennsylvania 19103  
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-and-

Paul M. Basta, P.C. (admitted *pro hac vice*)  
Edward O. Sassower, P.C. (admitted *pro hac vice*)  
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
Ryan J. Dattilo (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900

-and-

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)  
Stephen C. Hackney (admitted *pro hac vice*)  
Ross M. Kwasteniet (admitted *pro hac vice*)  
Brad Weiland (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

*Co-Counsel for the Debtors and Debtors in Possession*

**Exhibit A**

**Investigation Report**

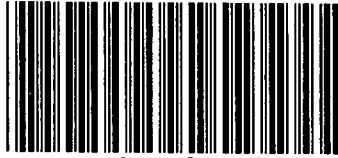
**(Filed Under Seal)**

**Exhibit B**

**Ness Lease**



**Samson Companies - Lease Records  
Barcode Cover Sheet**



\* L S 2 2 0 4 1 1 \*

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**Document Information**

**Scan requested by:** DDAVIDSON  
**Document Number:** 220411  
**Document Type:** Oil & Gas Lease  
**Document Date:** 06/27/2007  
**Document Description:**  
**Remarks:**

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**Agreement Information**

**Agreement Number:** 110875001  
**Agreement Name:** NESS, LOIS P.

DIVIDE COUNTY, ND  
DOCUMENT NO. 239256

**RETURN TO:**

Sundance Oil and Gas, LLC  
P.O. Box 2631  
Bismarck, ND 58502-2631

N Will. 028

PRODUCERS 88-PAID UP  
Rev 5-80, No. 2

**OIL AND GAS LEASE**

AGREEMENT, Made and entered into the 27th day of June, 2007, by and between

Lois P. Ness, a single woman

whose post office address is 1849 45th Avenue, Greeley, CO 80631

hereinafter called Lessor, and Sundance Oil and Gas, LLC, P.O. Box 2631, Bismarck, ND 58502-2631

hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration Ten and more (\$ 1 0.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Divide State of North Dakota described as follows, to-wit:

Township 163 North, Range 99 West, 5th P.M.

Section 3: Lots 1(40.24) 2(40.24), S2NE4 ✓

Section 24: S2 ✓

and containing 480.48 acres, more or less.

This lease shall terminate at the end of the primary term as to all of the leased land except those tracts within a production or spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and/or gas on which Lessee is engaged in drilling or reworking operations. This lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if not more than 180 days shall lapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.

The right to shut-in a well capable only of producing gas provided in this lease shall be limited to three (3) years beyond the primary term.

Wherever the term one-eighth (1/8th) appears herein, it shall by this reference be amended to read one sixth (1/6).

I. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

110875001

DOCUMENT NO. \_\_\_\_\_  
 DIVISION, COUNTY OF

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 Rev. No. 1 (SEC)

**OIL AND GAS LEASE  
 CONTINUED**

5. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. ~~When requested by Lessor,~~ Lessee shall bury Lessee's pipelines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to ~~growing crops~~ on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling, or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling, and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. ~~Lessor hereby warrants and agrees to defend the title to the lands herein described,~~ and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

16. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary

PRODUCERS 88-PAID UP  
Rev. No. I (SEC)

OIL AND GAS LEASE  
CONTINUED

notwithstanding. All Express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof.

17. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, if in default, shall have sixty (60) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

18. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessor's heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals or advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Lois P. Ness

Lois P. Ness

STATE OF Colorado

COUNTY OF Weld

ACKNOWLEDGMENT INDIVIDUAL

}  
} SS.  
}

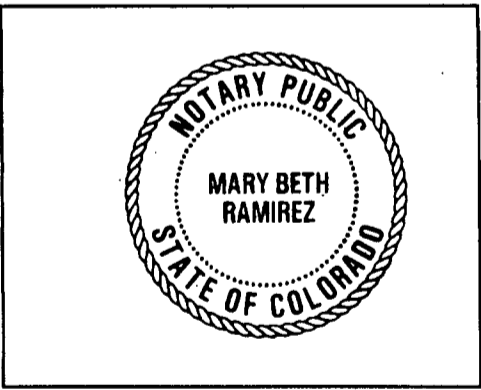
BE IT REMEMBERED, That on this 24<sup>th</sup> day of July, 2007 before me, a Notary Public, in and for said County and State, personally appeared Lois P. Ness, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires: 3/27/2011

Mary Beth Ramirez  
Notary Public

NOTARY STAMP



STATE OF NORTH DAKOTA } ss  
COUNTY OF DIVIDE }  
Filed for record this 14<sup>th</sup> day  
of Feb A.D. 20 08 at 1:15  
o'clock P.M. and recorded in book 254M  
on page 398 of Mcls.  
Jenny J. Hagan  
County Recorder



RECORDING FEE \$ 16.00

Dist. No. 239256  
Copied Rec   
Grantor  Mortg  
Grantee  Mortg  
Compared Paged  
Tract  Marg

**Exhibit C**

**Ness Emails**

**(Filed Under Seal)**

**Exhibit D**

**Williams Family Emails**

**(Filed Under Seal)**

**Exhibit E**

**Letter to Appoint Landowners' Committee**

SCOTT F. GAUTIER  
310 229 5812 TEL  
SGAUTIER@ROBINSKAPLAN.COM

January 20, 2016

VIA E-MAIL  
[David.Buchbinder@usdoj.gov](mailto:David.Buchbinder@usdoj.gov)Office of the United States Trustee  
U. S. Department of Justice  
844 King Street, Suite 2207  
Lockbox #35  
Wilmington, DE 19801Re: Samson Resources Corporation, et al., Case No. 15-11934 - *Request For The Formation of an Official Committee of Landowner Creditors Pursuant to 11 U.S.C. § 1102(a)(1)*

Dear David:

On behalf of a representative group of landowners<sup>1</sup> of the above-referenced Debtors,<sup>2</sup> we hereby request that the United States Trustee appoint a statutory committee, pursuant to section 1102(a)(1) of title 11 of the United States Code (the "Bankruptcy Code"), to represent the common interests of entities that hold claims arising from the Debtors' contractual obligations to landowners for the payment of royalties or profits for the drilling and/or extraction of oil, gas and minerals (the "Landowners' Committee"). Although we recognize that the case has been pending for some time, we believe that a Landowners' Committee is essential and can move quickly to take steps to insure a transparent process for the benefit of landowners and all constituents. We recognize that many allegations have been made by certain landowners and that the role of a Landowners' Committee will be to fairly evaluate the issues. As a starting point, we have heard complaints regarding notice and bar date issues that we believe a committee would be best

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<sup>1</sup> The landowners making this request include Patrick Sturdivant, Edward Sturdivant, Earnest Washington, Pamela Roby, Janet Cherry, Lloyd and Mary Ness, Cynthia Williams Clardy, Calvin Williams, David Williams, Vanessa Williams Powell, Velma Lassen, Renee Paul, Harold Bublitz, Michael Douglas Ness, Roy Ness and Rob Ness.

<sup>2</sup> 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) (collectively, the "Debtors").



suitied to review and, if necessary, take appropriate action to insure that the interests of approximately 50,000 - 75,000 landowners are being appropriately considered.

The Landowners' Committee should be separate from the statutory committee that is appointed to represent the interests of general unsecured creditors. As detailed below, landowner-creditor claims in these cases are distinct and unique from the claims of other general unsecured creditors in many ways, including the key importance of leases to any sale or restructuring, the standard contracts and government regulations that govern landowners' rights, the sheer volume of this homogenous group of creditors and the possibility of overwhelming landowner-claims that might be consensually resolved by an organized group. To provide for the efficient participation of all creditor classes and to protect the interests of this unique creditor class, it is essential that the Landowners' Committee be appointed as soon as possible.

#### **Landowner Creditor Claims May Be Significant Relative To General Unsecured Creditors**

If allegations of improper deductions on a monthly basis are true (they are certainly worth of investigation), the magnitude of the landowner-creditors' potential claims is staggering. For example, if improper deductions are made from the royalty checks of each landowner in the amount of just \$1,000 per month, pre-petition claims could easily exceed \$3 billion. Although this assumes that there is any merit to the allegations that have been made, it underscores the importance of an investigation into such allegations before there is any discharge of the Debtors.

The landowners, individually, lack the resources to undertake the complex forensic accounting reconciliation that transparency requires, particularly with respect to a chapter 11 case. We are aware that only a small percentage of landowners have filed proofs of claim in the case, but we have been informed that bar date notices were sent during the winter holiday season and only provided a couple of days for landowners to respond. As well, we are informed that many of the landowners are not professionals that could be expected to understand the nature of the bankruptcy process or the nature of the claims that they may have against the Estate.

Moreover, the current general unsecured creditors' committee has a significant disincentive to review the landowners' allegations. If there is any merit to the allegations, landowners' claims would significantly dilute the claims of all other unsecured creditors. Hence, it seems unrealistic to believe that landowners' interests have been adequately represented in this case to date. The most

affirmative action advanced for the landowners' interests has been your own office's request for the appointment of an Examiner. We believe that a Landowners' Committee can fulfill the goals that could be achieved by an Examiner and go beyond that role to advance the chapter 11 case to a successful conclusion.

**Landowner Creditor Claims Should Be Separately Classified and Treated Under Any Plan In These Cases**

Landowner creditor claims likely will need to be separately classified under any bankruptcy plan. The nature of the landowners' rights and their critical importance to the value of the Estate, the statutory mandates that apply to such rights, the sheer number of claims and their collective size separates this class of claims from all others in these cases. Redress for the landowner-creditors' claims is unlikely to be addressed in terms of a percentage monetary return. Rather, it is almost assured that achieving consensual treatment of landowner-creditor claims will encompass negotiated treatment with a representative committee of landowners.

The interests of both the landowner-creditor body and the general unsecured creditor body are best served by affording these distinct constituencies with separate representation that provides them the ability to engage in arms-length plan negotiations and active participation in these cases. As recognized in the U.S. Trustee Program's own guidance documents, "other committees can be appointed to represent varieties of or significantly different interests." *U.S. Trustee Prog. Pol. and Prac. Man.*, Vol. 3, § 3-4.13 (Jan. 2015). Both constituencies will have markedly different perspectives, goals and priorities. The bankruptcy system, including the representative committee provisions, is designed to facilitate negotiation and compromise among such disparate interests. In the circumstance presented, efficient administration requires the appointment of a separate Landowners' Committee.

**The Absence of a Landowner Creditor Committee Will Prejudice The Most Significant Body of Creditors In These Cases**

Realistically, the absence of a statutory committee will result in a lack of participation, or worse, misrepresentation of the claims and interests of the collective group of landowner-creditors. Either result, given the significance of landowner-creditor interests in these cases, would be untenable. Each individual landowner creditor lacks the financial resources to investigate the Debtors' complex accounting methodology or to actively participate in these cases on their own. Moreover, even if one landowner is added to the general unsecured creditor committee, in the typical "one seat, one vote" committee system, any

representative of the landowner creditors' claims will be overshadowed by the representatives of unsecured bondholder and general trade claims.

As your office is undoubtedly aware, there has been no shortage of publicity for the plight of landowners with respect to the lack of transparency of gas and oil royalty payments and the abuses that have been uncovered in recent years. Cases in recent years involving companies such as Chesapeake Energy have highlighted abuses such as the lack of transparency, improper deductions and insider transactions to manipulate commodity prices. The efforts in these massive class action cases underscores the inability of individual landowners to investigate and discover abuses on their own.

Without a separate Landowners' Committee, individual landowner-creditors have been, and will continue to be, under-represented in these bankruptcy cases. There exists the very real probability that rights and claims worth billions of dollars might be adjudicated or even discharged without real representation. Providing the landowner-creditors with the vehicle of an official committee in these bankruptcy cases will help ensure they have adequate representation on a collective basis that should promote consensus and efficiency in administering these estates.

Accordingly, we respectfully request that some or all of the landowner-creditors identified in footnote 1 above be appointed to serve on an Official Committee of Landowner Creditors (the "Committee") as soon as possible. We understand that the landowner-creditors identified in this letter are willing to serve on an official committee, if one is formed. Each one is prepared immediately to actively participate in these bankruptcy cases and it would like to do so in an official capacity, on behalf of all of the Debtors' landowner creditors.

Certain of the landowner representatives have been active advocates for the rights of all of the Debtors' landowners for many months; well before these bankruptcy cases were filed. As you are aware, Lloyd and Mary Ness drafted and filed a lawsuit in federal district court, *pro se*, and have drafted pleadings and attended hearings in these bankruptcy cases in attempts to seek relief, but they are well "over their heads" in this regard. To date, despite all of their hard work and activism, the Ness's have been unable to make any real impact and have reached out to our firm for assistance.

The Debtors' bankruptcy filing should be an opportunity to fulfill the Ness's goal of protecting the rights of all landowners, not an impediment. With the proper structure and professional guidance, the efforts of the Ness's and other landowners that are willing to serve, can be directed toward efficient and productive activities that will enhance the Debtors' chapter 11 process. The

bankruptcy process and the committee system set forth in Bankruptcy Code section 1102(a)(1) is uniquely equipped to give landowner-creditors a meaningful avenue to have their specific interests represented.

We have submitted this request as soon as we became aware of the situation. It is not surprising that other landowners, with insufficient information, resources and far removed, geographically, from the Bankruptcy Court, did not earlier seek an independent Committee.

Based on the observations herein, we believe that the need for a separate Landowners' Committee is clear and uncontroversial. We respectfully request that your office grant the request expeditiously, to allow the landowner-creditors the opportunity to take immediate action to protect their interests.

Sincerely,

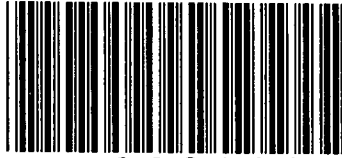
/s

Scott F. Gautier

**Exhibit F**

**Ness Lease**

**Samson Companies - Lease Records  
Barcode Cover Sheet**



\* L S 2 2 0 4 1 1 \*

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**Document Information**

**Scan requested by:** DDAVIDSON  
**Document Number:** 220411  
**Document Type:** Oil & Gas Lease  
**Document Date:** 06/27/2007  
**Document Description:**  
**Remarks:**

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**Agreement Information**

**Agreement Number:** 110875001  
**Agreement Name:** NESS, LOIS P.

DIVIDE COUNTY, ND  
DOCUMENT NO. 239256

**RETURN TO:**

Sundance Oil and Gas, LLC  
P.O. Box 2631  
Bismarck, ND 58502-2631

**N Will. 028**

PRODUCERS 88-PAID UP  
Rev 5-80, No. 2

**OIL AND GAS LEASE**

AGREEMENT, Made and entered into the 27th day of June, 2007, by and between

Lois P. Ness, a single woman

whose post office address is 1849 45th Avenue, Greeley, CO 80631

hereinafter called Lessor, and Sundance Oil and Gas, LLC, P.O. Box 2631, Bismarck, ND 58502-2631

hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration Ten and more (\$ 1 0.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Divide State of North Dakota described as follows, to-wit:

Township 163 North, Range 99 West, 5th P.M.  
Section 3: Lots 1(40.24) 2(40.24), S2NE4 ✓  
Section 24: S2 ✓

and containing 480.48 acres, more or less.

This lease shall terminate at the end of the primary term as to all of the leased land except those tracts within a production or spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and/or gas on which Lessee is engaged in drilling or reworking operations. This lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if not more than 180 days shall lapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.

The right to shut-in a well capable only of producing gas provided in this lease shall be limited to three (3) years beyond the primary term.

Wherever the term one-eighth (1/8th) appears herein, it shall by this reference be amended to read one sixth (1/6).

I. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

110875001

DOCUMENT NO. \_\_\_\_\_  
 DIVIDE COUNTY NO. \_\_\_\_\_

PRODUCERS 88-PAID UP  
 Rev. No. 1 (SEC)

**OIL AND GAS LEASE  
 CONTINUED**

5. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. ~~When requested by Lessor,~~ Lessee shall bury Lessee's pipelines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations ~~to growing crops~~ on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling, or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby ~~warrants and agrees to defend the title to the lands herein described,~~ and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

16. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary



PRODUCERS 88-PAID UP  
Rev. No. I (SEC)

OIL AND GAS LEASE  
CONTINUED

notwithstanding. All Express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof.

17. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, if in default, shall have sixty (60) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

18. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessor's heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals or advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Lois P. Ness

Lois P. Ness

STATE OF Colorado

COUNTY OF Weld

ACKNOWLEDGMENT INDIVIDUAL

}  
} SS.  
}

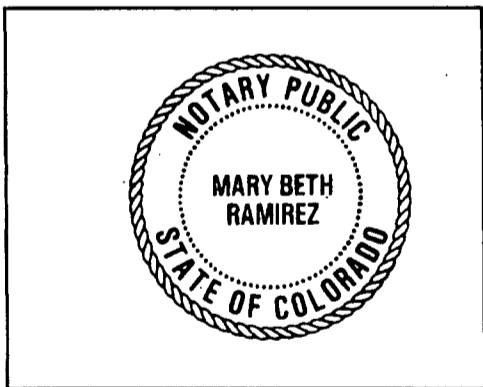
BE IT REMEMBERED, That on this 24<sup>th</sup> day of July, 2007 before me, a Notary Public, in and for said County and State, personally appeared Lois P. Ness, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires: 3/27/2011

Mary Beth Ramirez  
Notary Public

NOTARY STAMP



STATE OF NORTH DAKOTA } ss  
COUNTY OF DIVIDE  
Filed for record this 14<sup>th</sup> day  
of Feb A.D. 20 08 at 1:15  
o'clock P.M. and recorded in book 254M  
on page 398 of Mcls.  
Jenny J. Hagan  
County Recorder



RECORDING FEE \$ 16.00

Dist. No. 239256  
Copied Rec   
Grantor  Mortg  
Grantee  Mortg  
Compared Paged  
Tract  Marg

**Exhibit G**

**Ness Emails**

**(Filed Under Seal)**

**Exhibit H**

**Ness Check Detail**



Samson Resources Company  
Debtor in Possession - Case No. 15-11934(CSS)  
Revenue Distribution Account  
Two West Second Street  
Tulsa, OK 74103

0100245654

PAGE: 1 of 40

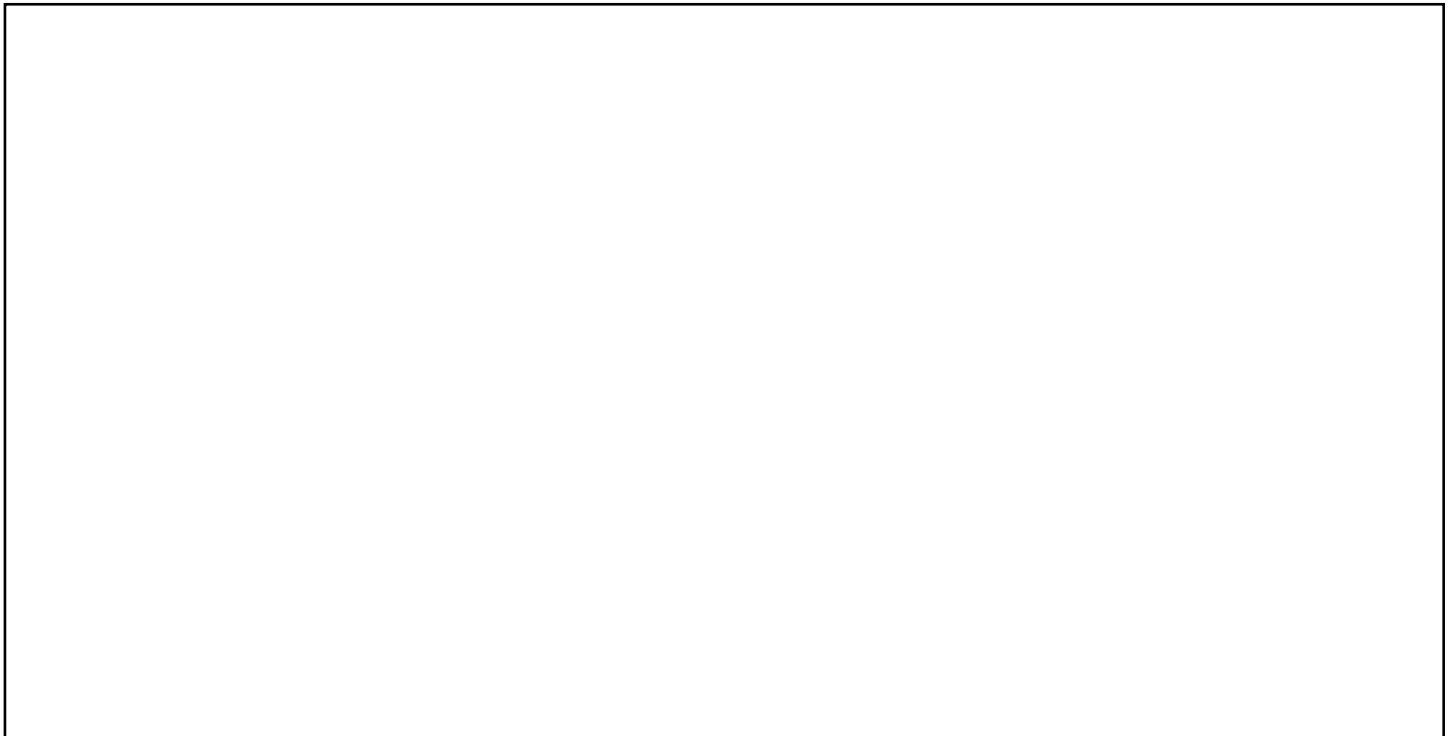
DATE: January 25, 2016

CHECK NUMBER: 100245654

AMOUNT PAID: \$472.02

Direct Inquiries To: [HTTP://WWW.SAMSON.COM](http://WWW.SAMSON.COM)

LLOYD ODELL NESS  
PO BOX 1491  
60 ROSALIES CT  
TUBAC AZ 85646-1491 US



Samson Resources Company  
Debtor in Possession - Case No. 15-11934(CSS)  
Revenue Distribution Account  
Two West Second Street  
Tulsa, OK 74103

CHECK  
NUMBER

**0100245654**

56-1544  
441

January 25, 2016

PAY TO THE ORDER OF LLOYD ODELL NESS  
PO BOX 1491  
60 ROSALIES CT  
TUBAC, AZ 85646-1491 US

CHECK AMOUNT  
**\$472.02**

EXACTLY \*\*\*\*\*472 DOLLARS AND 02 CENTS

JPMorgan Chase Bank  
Columbus, OH

COPY

VOID\*\*NON-NEGOTIABLE\*\*VOID\*\*

PROPERTY TOTALS OWNER NUMBER 10164149

---

DOI	DATE MO YR	VOLUME SOLD	UNIT P	PRICE BTU	GROSS VALUE	DEDUCTIONS	D	NET VALUE
BEL AIR 2314-8H		Venture Number - 00102112		DIVIDE		ND		
0010211200004	11 15	591.54	1	39.6730	23468.17	2680.52	11	20628.35
						159.30	5	

---

OWNER SHARE

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OWNER DECIMAL	0.00036621	OT RI	SETTLE DECIMAL	0.00036621	8.59	0.98	11	7.37
						0.06	5	
						0.18	12	

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PROPERTY TOTALS

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0010211200004	11 15	591.54	1	39.6730	23468.17	2680.52	11	20628.35
						159.30	5	

---

OWNER SHARE

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OWNER DECIMAL	0.00019531	OT RU	SETTLE DECIMAL	0.00019531	4.58	0.53	11	3.92
						0.03	5	
						0.10	12	

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PROPERTY TOTALS

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BEL AIR 2314-8H		Venture Number - 00102112		DIVIDE		ND		
0010211200003	11 15	1.62	1	35.0556	56.79	6.53	11	50.26

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OWNER SHARE

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OWNER DECIMAL	0.00036621	OT RI	SETTLE DECIMAL	0.00036621	0.02			0.02
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PROPERTY TOTALS

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0010211200003	11 15	1.62	1	35.0556	56.79	6.53	11	50.26
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OWNER SHARE

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OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.01 0.01

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 PROPERTY TOTALS  
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BEL AIR 2314-8H Venture Number - 00102112 DIVIDE ND  
 0010211200100 11 15 0.00 2 0.0000 1,156 2047.98 1950.46 4 292.57-  
 390.09 10

-----  
 OWNER SHARE  
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OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.40 0.38 4 0.07-  
 0.08 10  
 0.01 12

-----  
 PROPERTY TOTALS  
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0010211200100 11 15 0.00 2 0.0000 1,156 2080.52 1924.48 4 260.06-  
 416.10 10

-----  
 OWNER SHARE  
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OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.76 0.70 4 0.11-  
 0.15 10  
 0.02 12

-----  
 PROPERTY TOTALS  
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0010211200100 11 15 1554.17 4 0.2006 311.80- 163.55 3 475.35-  
 -----

OWNER SHARE  
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OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.06- 0.03 3 0.09-  
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PROPERTY TOTALS  
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0010211200100 11 15 1554.17 4 0.2006 311.80- 163.55 3 475.35-  
 -----

OWNER SHARE  
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OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.11- 0.06 3 0.17-  
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PROPERTY TOTALS

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 0010211200100 11 15 2702.50 4 0.0518 140.10 284.40 3 144.30-  
 -----

OWNER SHARE

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 OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.03 0.06 3 0.03-  
 -----

PROPERTY TOTALS

-----  
 0010211200100 11 15 2702.50 4 0.0518 140.10 284.40 3 144.30-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.05 0.10 3 0.05-  
 -----

PROPERTY TOTALS

-----  
 0010211200100 11 15 394.72 4 0.3013 118.94 41.54 3 77.40  
 -----

OWNER SHARE

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 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.04 0.02 3 0.02  
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PROPERTY TOTALS

-----  
 0010211200100 11 15 394.72 4 0.3013 118.94 41.54 3 77.40  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.02 0.01 3 0.01  
 -----

PROPERTY TOTALS

-----  
 0010211200100 11 15 1248.85 4 0.2793 348.75 131.42 3 217.33  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.13 0.05 3 0.08  
 -----

PROPERTY TOTALS

-----  
 0010211200100 11 15 1248.85 4 0.2793 348.75 131.42 3 217.33  
 -----

OWNER SHARE  
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OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.07 0.03 3 0.04  
 -----

PROPERTY TOTALS  
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0010211200100 11 15 931.26 4 0.5665 527.53 98.00 3 429.53  
 -----

OWNER SHARE  
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OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.10 0.02 3 0.08  
 -----

PROPERTY TOTALS  
 -----

0010211200100 11 15 931.26 4 0.5665 527.53 98.00 3 429.53  
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OWNER SHARE  
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OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.19 0.04 3 0.15  
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PROPERTY TOTALS  
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0010211200100 11 15 156.63 4 0.7203 112.82 4.79 11 91.55  
 16.48 3  
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OWNER SHARE  
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OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.04 0.01 3 0.03  
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PROPERTY TOTALS  
 -----

0010211200100 11 15 156.63 4 0.7203 112.82 4.79 11 91.55  
 16.48 3  
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OWNER SHARE  
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OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.02 0.02  
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PROPERTY TOTALS

-----  
 BISCAYNE 0310-4TFH Venture Number - 00101810 DIVIDE ND  
 0010181000003 06 15 669.25- 1 56.0788 37530.72- 1778.34- 11 33788.49-  
 1963.89- 5  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00130501 OT RI SETTLE DECIMAL 0.00130501 48.98- 2.32- 11 43.05-  
 2.56- 5  
 1.05- 12  
 -----

PROPERTY TOTALS

-----  
 0010181000003 06 15 669.25 1 56.0788 37530.72 1775.54 11 33735.34  
 2019.84 5  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00130501 OT RI SETTLE DECIMAL 0.00130501 48.98 2.32 11 42.97  
 2.64 5  
 1.05 12  
 -----

PROPERTY TOTALS

-----  
 0010181000003 11 15 687.28 1 40.1531 27596.39 1273.11 11 24189.07  
 2134.21 5  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00130501 OT RI SETTLE DECIMAL 0.00130501 36.01 1.66 11 30.79  
 2.79 5  
 0.77 12  
 -----

PROPERTY TOTALS

-----  
 BISCAYNE 0310-4TFH Venture Number - 00101810 DIVIDE ND  
 0010181000002 11 15 1.16 1 35.1810 40.81 2.04 11 38.77  
 -----

OWNER SHARE

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OWNER SHARE  
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OWNER DECIMAL 0.00130501 OT RI SETTLE DECIMAL 0.00130501 0.14 0.05 3 0.09  
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PROPERTY TOTALS  
-----

0010181000100 11 15 334.64 4 0.5665 189.56 30.98 3 158.58  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00130501 OT RI SETTLE DECIMAL 0.00130501 0.25 0.04 3 0.20  
0.01 12  
-----

PROPERTY TOTALS  
-----

0010181000100 11 15 56.26 4 0.7202 40.52 2.18 11 33.13  
5.21 3  
-----

OWNER SHARE  
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OWNER DECIMAL 0.00130501 OT RI SETTLE DECIMAL 0.00130501 0.05 0.01 3 0.04  
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PROPERTY TOTALS  
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COMET 2635-8H Venture Number - 00102113 DIVIDE ND  
0010211300004 11 15 1424.03 1 39.6729 56495.46 6452.88 11 49659.09  
383.49 5  
-----

OWNER SHARE  
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OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 11.03 1.26 11 9.46  
0.07 5  
0.24 12  
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PROPERTY TOTALS  
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0010211300004 11 15 1424.03 1 39.6729 56495.46 6452.88 11 49659.09  
383.49 5  
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OWNER SHARE  
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-----  
 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 20.69 2.37 11 17.74  
 0.14 5  
 0.44 12  
 -----

PROPERTY TOTALS

-----  
 COMET 2635-8H Venture Number - 00102113 DIVIDE ND  
 0010211300003 11 15 0.41 1 35.1220 14.40 1.66 11 12.74  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.01 0.01  
 -----

PROPERTY TOTALS

-----  
 COMET 2635-8H Venture Number - 00102113 DIVIDE ND  
 0010211300100 11 15 0.00 2 0.0000 1,156 2340.58 2132.53 4 260.07-  
 468.12 10  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.85 0.78 4 0.12-  
 0.17 10  
 0.02 12  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 0.00 2 0.0000 1,156 2340.55 2145.50 4 292.56-  
 487.61 10  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.45 0.42 4 0.07-  
 0.09 10  
 0.01 12  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 1742.82 4 0.2006 349.64- 183.40 3 533.04-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.13- 0.07 3 0.20-  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 1742.82 4 0.2006 349.64- 183.40 3 533.04-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.07- 0.04 3 0.11-  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 3030.19 4 0.0518 157.09 318.88 3 161.79-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.03 0.06 3 0.03-  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 3030.19 4 0.0518 157.09 318.88 3 161.79-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.06 0.12 3 0.06-  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 442.53 4 0.3013 133.34 46.57 3 86.77  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.03 0.01 3 0.02  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 442.53 4 0.3013 133.34 46.57 3 86.77  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.05 0.02 3 0.03  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 1400.20 4 0.2793 391.02 147.35 3 243.67  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.08 0.03 3 0.05  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 1400.20 4 0.2793 391.02 147.35 3 243.67  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.14 0.05 3 0.09  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 1044.18 4 0.5665 591.50 109.88 3 481.62  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.12 0.02 3 0.10  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 1044.18 4 0.5665 591.50 109.88 3 481.62  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.22 0.04 3 0.18  
 -----

PROPERTY TOTALS

-----  
 0010211300100 11 15 175.62 4 0.7203 126.50 6.80 11 101.22  
 -----  
 18.48 3

OWNER SHARE

-----  
 OWNER DECIMAL 0.00019531 OT RU SETTLE DECIMAL 0.00019531 0.02 0.02  
 -----

PROPERTY TOTALS  
 -----

0010211300100 11 15 175.62 4 0.7203 126.50 6.80 11 101.22  
 18.48 3  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00036621 OT RI SETTLE DECIMAL 0.00036621 0.05 0.01 3 0.04  
 -----

PROPERTY TOTALS  
 -----

CORONET 2413-1H Venture Number - 00102036 DIVIDE ND  
 0010203600003 11 15 1480.85 1 40.1531 59460.69 6248.64 11 48087.35  
 5124.70 5  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 23.23 2.44 11 18.29  
 2.00 5  
 0.50 12  
 -----

PROPERTY TOTALS  
 -----

0010203600003 11 15 1480.85 1 40.1531 59460.69 6248.64 11 48087.35  
 5124.70 5  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 43.55 4.58 11 34.28  
 3.75 5  
 0.94 12  
 -----

PROPERTY TOTALS  
 -----

CORONET 2413-1H Venture Number - 00102036 DIVIDE ND  
 0010203600002 11 15 2.63 1 35.0570 92.20 10.60 11 81.60  
 -----

OWNER SHARE  
 -----

-----  
OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.07 0.07  
-----

PROPERTY TOTALS  
-----

0010203600002 11 15 2.63 1 35.0570 92.20 10.60 11 81.60  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.04 0.04  
-----

PROPERTY TOTALS  
-----

CORONET 2413-1H Venture Number - 00102036 DIVIDE ND  
0010203600100 11 15 0.00 2 0.0000 1,156 4265.06 4265.06 4 936.23-  
936.23 10  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 3.12 3.12 4 0.75-  
0.68 10  
0.07 12  
-----

PROPERTY TOTALS  
-----

0010203600100 11 15 0.00 2 0.0000 1,156 4242.25 4242.25 4 926.47-  
926.47 10  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 1.66 1.66 4 0.40-  
0.36 10  
0.04 12  
-----

PROPERTY TOTALS  
-----

0010203600100 11 15 3575.58 4 0.2006 717.33- 330.74 3 1048.07-  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.53- 0.24 3 0.76-  
-----



0.01- 12

-----  
 PROPERTY TOTALS  
 -----

0010203600100 11 15 3575.56 4 0.2006 717.33- 330.74 3 1048.07-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.28- 0.13 3 0.40-  
 0.01- 12  
 -----

PROPERTY TOTALS  
 -----

0010203600100 11 15 6379.56 4 0.0518 330.72 590.11 3 259.39-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.24 0.43 3 0.20-  
 0.01 12  
 -----

PROPERTY TOTALS  
 -----

0010203600100 11 15 6379.56 4 0.0518 330.72 590.11 3 259.39-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.13 0.23 3 0.10-  
 -----

PROPERTY TOTALS  
 -----

0010203600100 11 15 947.76 4 0.3013 285.58 87.67 3 197.91  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.21 0.06 3 0.15  
 -----

PROPERTY TOTALS  
 -----

0010203600100 11 15 947.76 4 0.3013 285.58 87.67 3 197.91  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.11 0.03 3 0.08  
 -----

PROPERTY TOTALS  
 -----

0010203600100 11 15 2958.14 4 0.2793 826.09 273.63 3 552.46  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.61 0.20 3 0.40  
 0.01 12  
 -----

PROPERTY TOTALS  
 -----

0010203600100 11 15 2958.14 4 0.2793 826.09 273.63 3 552.46  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.32 0.11 3 0.20  
 0.01 12  
 -----

PROPERTY TOTALS  
 -----

0010203600100 11 15 2380.15 4 0.5665 1348.28 220.16 3 1128.12  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.53 0.09 3 0.43  
 0.01 12  
 -----

PROPERTY TOTALS  
 -----

0010203600100 11 15 2380.15 4 0.5665 1348.28 220.16 3 1128.12  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.99 0.16 3 0.81  
 0.02 12  
 -----

PROPERTY TOTALS  
 -----

0010203600100 11 15 400.28 4 0.7203 288.32 15.50 11 235.79  
 37.03 3

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.11 0.01 3 0.10

-----  
 PROPERTY TOTALS  
 -----

0010203600100 11 15 400.28 4 0.7203 288.32 15.50 11 235.79  
 37.03 3

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.21 0.03 3 0.18

-----  
 PROPERTY TOTALS  
 -----

CORONET 2413-3H Venture Number - 00101975 DIVIDE ND  
 0010197500002 11 15 796.60 1 40.1527 31985.68 3361.33 11 25867.62  
 2756.73 5

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00146484 OT RI SETTLE DECIMAL 0.00146484 46.85 4.92 11 36.88  
 4.04 5  
 1.01 12

-----  
 PROPERTY TOTALS  
 -----

0010197500002 11 15 796.60 1 40.1527 31985.68 3361.33 11 25867.62  
 2756.73 5

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00078125 OT RU SETTLE DECIMAL 0.00078125 24.99 2.62 11 19.68  
 2.15 5  
 0.54 12

-----  
 PROPERTY TOTALS  
 -----

CORONET 2413-3H Venture Number - 00101975 DIVIDE ND  
 0010197500003 11 15 0.64 1 35.3438 22.62 2.60 11 20.02

OWNER SHARE

OWNER DECIMAL 0.00146484 OT RI SETTLE DECIMAL 0.00146484 0.03 0.03

PROPERTY TOTALS

0010197500003 11 15 0.64 1 35.3438 22.62 2.60 11 20.02

OWNER SHARE

OWNER DECIMAL 0.00078125 OT RU SETTLE DECIMAL 0.00078125 0.02 0.02

PROPERTY TOTALS

CORONET 2413-3H Venture Number - 00101975 DIVIDE ND  
 0010197500100 11 15 0.00 2 0.0000 1,156 1292.18 1267.80 4 243.81-  
 268.19 10

OWNER SHARE

OWNER DECIMAL 0.00078125 OT RU SETTLE DECIMAL 0.00078125 1.01 0.99 4 0.21-  
 0.21 10  
 0.02 12

PROPERTY TOTALS

0010197500100 11 15 0.00 2 0.0000 1,156 1300.32 1261.31 4 234.06-  
 273.07 10

OWNER SHARE

OWNER DECIMAL 0.00146484 OT RI SETTLE DECIMAL 0.00146484 1.90 1.85 4 0.39-  
 0.40 10  
 0.04 12

PROPERTY TOTALS

0010197500100 11 15 1079.35 4 0.2006 216.54- 100.34 3 316.88-

-----  
 OWNER SHARE

-----  
 OWNER DECIMAL 0.00146484 OT RI SETTLE DECIMAL 0.00146484 0.32- 0.15 3 0.46-  
 0.01- 12  
 -----

PROPERTY TOTALS

-----  
 0010197500100 11 15 1079.35 4 0.2006 216.54- 100.34 3 316.88-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00078125 OT RU SETTLE DECIMAL 0.00078125 0.17- 0.08 3 0.25-  
 -----

PROPERTY TOTALS

-----  
 0010197500100 11 15 1975.03 4 0.0518 102.39 183.60 3 81.21-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00078125 OT RU SETTLE DECIMAL 0.00078125 0.08 0.14 3 0.06-  
 -----

PROPERTY TOTALS

-----  
 0010197500100 11 15 1975.03 4 0.0518 102.39 183.60 3 81.21-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00146484 OT RI SETTLE DECIMAL 0.00146484 0.15 0.27 3 0.12-  
 -----

PROPERTY TOTALS

-----  
 0010197500100 11 15 286.38 4 0.3013 86.29 26.62 3 59.67  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00146484 OT RI SETTLE DECIMAL 0.00146484 0.13 0.04 3 0.09  
 -----

PROPERTY TOTALS

-----  
 0010197500100 11 15 286.38 4 0.3013 86.29 26.62 3 59.67  
 -----

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00078125 OT RU SETTLE DECIMAL 0.00078125 0.07 0.02 3 0.05  
 -----

PROPERTY TOTALS  
 -----

0010197500100 11 15 892.57 4 0.2793 249.26 82.97 3 166.29  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00146484 OT RI SETTLE DECIMAL 0.00146484 0.37 0.12 3 0.24  
 0.01 12  
 -----

PROPERTY TOTALS  
 -----

0010197500100 11 15 892.57 4 0.2793 249.26 82.97 3 166.29  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00078125 OT RU SETTLE DECIMAL 0.00078125 0.19 0.06 3 0.13  
 -----

PROPERTY TOTALS  
 -----

0010197500100 11 15 653.76 4 0.5665 370.34 60.77 3 309.57  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00146484 OT RI SETTLE DECIMAL 0.00146484 0.54 0.09 3 0.44  
 0.01 12  
 -----

PROPERTY TOTALS  
 -----

0010197500100 11 15 653.76 4 0.5665 370.34 60.77 3 309.57  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00078125 OT RU SETTLE DECIMAL 0.00078125 0.29 0.05 3 0.23  
 0.01 12  
 -----

PROPERTY TOTALS  
 -----

-----  
 0010197500100 11 15 109.94 4 0.7203 79.19 4.26 11 64.71  
 10.22 3  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00078125 OT RU SETTLE DECIMAL 0.00078125 0.06 0.01 3 0.05  
 -----

PROPERTY TOTALS  
 -----

0010197500100 11 15 109.94 4 0.7203 79.19 4.26 11 64.71  
 10.22 3  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00146484 OT RI SETTLE DECIMAL 0.00146484 0.12 0.01 3 0.11  
 -----

PROPERTY TOTALS  
 -----

CORONET 2413-4TFH Venture Number - 00101838 DIVIDE ND  
 0010183800003 11 15 908.66 1 40.1530 36485.42 3834.20 11 29506.67  
 3144.55 5  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 14.25 1.50 11 11.21  
 1.23 5  
 0.31 12  
 -----

PROPERTY TOTALS  
 -----

0010183800003 11 15 908.66 1 40.1530 36485.42 3834.20 11 29506.67  
 3144.55 5  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 26.72 2.81 11 21.04  
 2.30 5  
 0.57 12  
 -----

PROPERTY TOTALS  
 -----

-----  
CORONET 2413-4TFH Venture Number - 00101838 DIVIDE ND  
0010183800001 11 15 0.59 1 35.3051 20.83 2.39 11 18.44  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.01 0.01  
-----

PROPERTY TOTALS  
-----

0010183800001 11 15 0.59 1 35.3051 20.83 2.39 11 18.44  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.02 0.02  
-----

PROPERTY TOTALS  
-----

-----  
CORONET 2413-4TFH Venture Number - 00101838 DIVIDE ND  
0010183800100 11 15 0.00 2 0.0000 1,156 1456.32 1404.31 4 260.06-  
312.07 10  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 1.06 1.03 4 0.22-  
0.23 10  
0.02 12  
-----

PROPERTY TOTALS  
-----

0010183800100 11 15 0.00 2 0.0000 1,156 1462.84 1414.08 4 243.81-  
292.57 10  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.57 0.55 4 0.11-  
0.12 10  
0.01 12  
-----

PROPERTY TOTALS  
-----



0010183800100	11 15	1205.27	4	0.2006	241.80-	112.04	3	353.84-
-----								
OWNER SHARE								
-----								
OWNER DECIMAL	0.00039063	OT RU	SETTLE DECIMAL	0.00039063	0.09-	0.04	3	0.13-
-----								
PROPERTY TOTALS								
-----								
0010183800100	11 15	1205.27	4	0.2006	241.80-	112.04	3	353.84-
-----								
OWNER SHARE								
-----								
OWNER DECIMAL	0.00073242	OT RI	SETTLE DECIMAL	0.00073242	0.18-	0.08	3	0.26-
-----								
PROPERTY TOTALS								
-----								
0010183800100	11 15	2205.10	4	0.0518	114.31	204.99	3	90.68-
-----								
OWNER SHARE								
-----								
OWNER DECIMAL	0.00073242	OT RI	SETTLE DECIMAL	0.00073242	0.08	0.15	3	0.07-
-----								
PROPERTY TOTALS								
-----								
0010183800100	11 15	2205.10	4	0.0518	114.31	204.99	3	90.68-
-----								
OWNER SHARE								
-----								
OWNER DECIMAL	0.00039063	OT RU	SETTLE DECIMAL	0.00039063	0.04	0.08	3	0.04-
-----								
PROPERTY TOTALS								
-----								
0010183800100	11 15	319.76	4	0.3013	96.35	29.73	3	66.62
-----								
OWNER SHARE								
-----								
OWNER DECIMAL	0.00073242	OT RI	SETTLE DECIMAL	0.00073242	0.07	0.02	3	0.05
-----								
PROPERTY TOTALS								
-----								
0010183800100	11 15	319.76	4	0.3013	96.35	29.73	3	66.62

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.04 0.01 3 0.03  
 -----

PROPERTY TOTALS  
 -----

0010183800100 11 15 996.55 4 0.2793 278.30 92.64 3 185.66  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.11 0.04 3 0.07  
 -----

PROPERTY TOTALS  
 -----

0010183800100 11 15 996.55 4 0.2793 278.30 92.64 3 185.66  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.20 0.07 3 0.13  
 -----

PROPERTY TOTALS  
 -----

0010183800100 11 15 730.01 4 0.5665 413.53 67.86 3 345.67  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.30 0.05 3 0.24  
 0.01 12  
 -----

PROPERTY TOTALS  
 -----

0010183800100 11 15 730.01 4 0.5665 413.53 67.86 3 345.67  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.16 0.03 3 0.13  
 -----

PROPERTY TOTALS  
 -----

0010183800100 11 15 122.77 4 0.7203 88.43 4.76 11 72.26

11.41 3

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.06 0.01 3 0.05  
 -----

PROPERTY TOTALS  
 -----

0010183800100 11 15 122.77 4 0.7203 88.43 4.76 11 72.26  
 11.41 3  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.03 0.03  
 -----

PROPERTY TOTALS  
 -----

CORONET 2413-8H Venture Number - 00102443 DIVIDE ND  
 0010244300001 04 15 11471.16 1 42.8781 491861.42 34430.30 11 457431.12  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 280.35 19.63 11 254.69  
 6.03 12  
 -----

PROPERTY TOTALS  
 -----

0010244300001 04 15 11471.16- 1 44.6281 511935.94- 35835.52- 11 476100.42-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 291.79- 20.43- 11 265.09-  
 6.27- 12  
 -----

PROPERTY TOTALS  
 -----

CORONET 2413-8H Venture Number - 00102443 DIVIDE ND  
 0010244300002 10 15 4556.08- 1 44.0395 200647.49- 13231.44- 11 175789.25-  
 11626.80- 5  
 -----

OWNER SHARE  
 -----

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 114.36- 7.54- 11 97.73-  
 6.63- 5  
 2.46- 12  
 -----

PROPERTY TOTALS

-----  
 0010244300002 10 15 4556.08 1 44.0395 200647.49 13234.49 11 175829.67  
 11583.33 5  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 114.36 7.55 11 97.75  
 6.60 5  
 2.46 12  
 -----

PROPERTY TOTALS

-----  
 0010244300002 11 15 4001.18 1 40.1530 160659.34 10276.89 11 136535.81  
 13846.64 5  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 91.57 5.85 11 75.86  
 7.89 5  
 1.97 12  
 -----

PROPERTY TOTALS

-----  
 CORONET 2413-8H Venture Number - 00102443 DIVIDE ND  
 0010244300001 11 15 6.13 1 35.1452 215.44 15.08 11 200.36  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.12 0.01 11 0.11  
 -----

PROPERTY TOTALS

-----  
 CORONET 2413-8H Venture Number - 00102443 DIVIDE ND  
 0010244300100 11 15 0.00 2 0.0000 1,156 9257.09 8054.01 4 367.62-  
 1570.70 10  
 -----

-----  
 OWNER SHARE

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 5.27 4.59 4 0.32-  
 0.89 10  
 0.11 12  
 -----

PROPERTY TOTALS

-----  
 0010244300100 11 15 6347.56 4 0.2006 1273.45- 809.54 3 2082.99-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.73- 0.46 3 1.17-  
 0.02- 12  
 -----

PROPERTY TOTALS

-----  
 0010244300100 11 15 8905.05 4 0.0518 461.64 1135.72 3 674.08-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.26 0.65 3 0.40-  
 0.01 12  
 -----

PROPERTY TOTALS

-----  
 0010244300100 11 15 1229.86 4 0.3013 370.58 156.85 3 213.73  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.21 0.09 3 0.12  
 -----

PROPERTY TOTALS

-----  
 0010244300100 11 15 3925.49 4 0.2793 1096.23 500.64 3 595.59  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.62 0.29 3 0.32  
 0.01 12  
 -----

-----  
PROPERTY TOTALS  
-----

0010244300100 11 15 3968.88 4 0.5665 2248.25 506.18 3 1742.07  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 1.28 0.29 3 0.96  
0.03 12  
-----

PROPERTY TOTALS  
-----

0010244300100 11 15 667.46 4 0.7203 480.76 25.85 11 369.79  
85.12 3  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.27 0.05 3 0.21  
0.01 12  
-----

PROPERTY TOTALS  
-----

STROM 2536-1H Venture Number - 00102037 DIVIDE ND  
0010203700003 11 15 1312.57 1 40.1531 52703.78 5538.56 11 42622.87  
4542.35 5  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 38.60 4.05 11 30.39  
3.33 5  
0.83 12  
-----

PROPERTY TOTALS  
-----

0010203700003 11 15 1312.57 1 40.1531 52703.78 5538.56 11 42622.87  
4542.35 5  
-----

OWNER SHARE  
-----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 20.59 2.16 11 16.22  
1.77 5  
-----

0.44 12

-----  
PROPERTY TOTALS  
-----

STROM 2536-1H		Venture Number - 00102037			DIVIDE	ND		
0010203700002	11 15	1.95	1	35.1231	68.49	7.87	11	60.62

  
-----OWNER SHARE  
-----

OWNER DECIMAL	0.00073242	OT RI	SETTLE DECIMAL	0.00073242	0.05			0.05
---------------	------------	-------	----------------	------------	------	--	--	------

  
-----PROPERTY TOTALS  
-----

0010203700002	11 15	1.95	1	35.1231	68.49	7.87	11	60.62
---------------	-------	------	---	---------	-------	------	----	-------

  
-----OWNER SHARE  
-----

OWNER DECIMAL	0.00039063	OT RU	SETTLE DECIMAL	0.00039063	0.03			0.03
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-----PROPERTY TOTALS  
-----

STROM 2536-1H		Venture Number - 00102037			DIVIDE	ND		
0010203700100	11 15	0.00	2	0.0000 1,156	2210.55	2210.55	4	494.12-
						494.12	10	

  
-----OWNER SHARE  
-----

OWNER DECIMAL	0.00073242	OT RI	SETTLE DECIMAL	0.00073242	1.62	1.62	4	0.39-
						0.36	10	
						0.03	12	

  
-----PROPERTY TOTALS  
-----

0010203700100	11 15	0.00	2	0.0000 1,156	2243.03	2243.03	4	487.61-
						487.61	10	

  
-----OWNER SHARE  
-----

OWNER DECIMAL	0.00039063	OT RU	SETTLE DECIMAL	0.00039063	0.87	0.87	4	0.21-
						0.19	10	
						0.02	12	

-----  
 PROPERTY TOTALS  
 -----

0010203700100 11 15 1862.83 4 0.2006 373.72- 172.31 3 546.03-

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.27- 0.13 3 0.39-  
 0.01- 12

-----  
 PROPERTY TOTALS  
 -----

0010203700100 11 15 1862.83 4 0.2006 373.72- 172.31 3 546.03-

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.15- 0.07 3 0.22-

-----  
 PROPERTY TOTALS  
 -----

0010203700100 11 15 3323.44 4 0.0518 172.29 307.42 3 135.13-

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.13 0.23 3 0.10-

-----  
 PROPERTY TOTALS  
 -----

0010203700100 11 15 3323.44 4 0.0518 172.29 307.42 3 135.13-

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.07 0.12 3 0.05-

-----  
 PROPERTY TOTALS  
 -----

0010203700100 11 15 493.77 4 0.3013 148.78 45.67 3 103.11

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.11 0.03 3 0.08



-----  
 PROPERTY TOTALS

-----  
 0010203700100 11 15 493.77 4 0.3013 148.78 45.67 3 103.11  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.06 0.02 3 0.04  
 -----

PROPERTY TOTALS

-----  
 0010203700100 11 15 1541.21 4 0.2793 430.40 142.56 3 287.84  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.32 0.10 3 0.21  
 0.01 12  
 -----

PROPERTY TOTALS

-----  
 0010203700100 11 15 1541.21 4 0.2793 430.40 142.56 3 287.84  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.17 0.06 3 0.11  
 -----

PROPERTY TOTALS

-----  
 0010203700100 11 15 1240.08 4 0.5665 702.47 114.71 3 587.76  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.27 0.04 3 0.22  
 0.01 12  
 -----

PROPERTY TOTALS

-----  
 0010203700100 11 15 1240.08 4 0.5665 702.47 114.71 3 587.76  
 -----

OWNER SHARE

-----  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.51 0.08 3 0.42  
 0.01 12

-----  
 PROPERTY TOTALS  
 -----

0010203700100 11 15 208.54 4 0.7203 150.21 8.08 11 122.84  
 19.29 3

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.11 0.01 3 0.10

-----  
 PROPERTY TOTALS  
 -----

0010203700100 11 15 208.54 4 0.7203 150.21 8.08 11 122.84  
 19.29 3

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.06 0.01 3 0.05

-----  
 PROPERTY TOTALS  
 -----

STROM 2536-2H Venture Number - 00101991 DIVIDE ND  
 0010199100003 11 15 1995.43 1 40.1530 80122.42 8419.95 11 64797.01  
 6905.46 5

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 58.68 6.17 11 46.19  
 5.06 5  
 1.26 12

-----  
 PROPERTY TOTALS  
 -----

0010199100003 11 15 1995.43 1 40.1530 80122.42 8419.95 11 64797.01  
 6905.46 5

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 31.30 3.29 11 24.64

2.70 5

0.67 12

-----  
PROPERTY TOTALS  
-----

STROM 2536-2H				Venture Number - 00101991	DIVIDE	ND		
0010199100002	11 15	1.99	1	35.1608	69.97	8.05	11	61.92

-----  
OWNER SHARE  
-----

OWNER DECIMAL	0.00073242 OT RI	SETTLE DECIMAL	0.00073242		0.05			0.05
---------------	------------------	----------------	------------	--	------	--	--	------

-----  
PROPERTY TOTALS  
-----

0010199100002	11 15	1.99	1	35.1608	69.97	8.05	11	61.92
---------------	-------	------	---	---------	-------	------	----	-------

-----  
OWNER SHARE  
-----

OWNER DECIMAL	0.00039063 OT RU	SETTLE DECIMAL	0.00039063		0.03			0.03
---------------	------------------	----------------	------------	--	------	--	--	------

-----  
PROPERTY TOTALS  
-----

STROM 2536-2H				Venture Number - 00101991	DIVIDE	ND		
0010199100100	11 15	0.00	2	0.0000 1,156	3640.90	3640.90	4	806.20-
						806.20	10	

-----  
OWNER SHARE  
-----

OWNER DECIMAL	0.00073242 OT RI	SETTLE DECIMAL	0.00073242		2.67	2.67	4	0.65-
						0.59	10	
						0.06	12	

-----  
PROPERTY TOTALS  
-----

0010199100100	11 15	0.00	2	0.0000 1,156	3657.11	3657.11	4	780.18-
						780.18	10	

-----  
OWNER SHARE  
-----

OWNER DECIMAL	0.00039063 OT RU	SETTLE DECIMAL	0.00039063		1.43	1.43	4	0.34-
						0.31	10	

0.03 12

-----  
 PROPERTY TOTALS  
 -----

0010199100100 11 15 3052.00 4 0.2006 612.29- 282.31 3 894.60-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.24- 0.11 3 0.34-  
 0.01- 12  
 -----

PROPERTY TOTALS  
 -----

0010199100100 11 15 3052.00 4 0.2006 612.29- 282.31 3 894.60-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.45- 0.21 3 0.65-  
 0.01- 12  
 -----

PROPERTY TOTALS  
 -----

0010199100100 11 15 5445.51 4 0.0518 282.30 503.71 3 221.41-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.21 0.37 3 0.16-  
 -----

PROPERTY TOTALS  
 -----

0010199100100 11 15 5445.51 4 0.0518 282.30 503.71 3 221.41-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.11 0.20 3 0.09-  
 -----

PROPERTY TOTALS  
 -----

0010199100100 11 15 808.94 4 0.3013 243.75 74.83 3 168.92  
 -----

OWNER SHARE  
 -----

-----  
 OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.10 0.03 3 0.07  
 -----

PROPERTY TOTALS  
 -----

0010199100100 11 15 808.94 4 0.3013 243.75 74.83 3 168.92  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.18 0.05 3 0.13  
 -----

PROPERTY TOTALS  
 -----

0010199100100 11 15 2525.12 4 0.2793 705.17 233.57 3 471.60  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.28 0.09 3 0.18  
 0.01 12  
 -----

PROPERTY TOTALS  
 -----

0010199100100 11 15 2525.12 4 0.2793 705.17 233.57 3 471.60  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.52 0.17 3 0.34  
 0.01 12  
 -----

PROPERTY TOTALS  
 -----

0010199100100 11 15 2031.63 4 0.5665 1150.86 187.92 3 962.94  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.84 0.14 3 0.68  
 0.02 12  
 -----

PROPERTY TOTALS  
 -----

0010199100100 11 15 2031.63 4 0.5665 1150.86 187.92 3 962.94  
 -----

-----  
 OWNER SHARE

-----  
 OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.45 0.07 3 0.37  
 0.01 12  
 -----

PROPERTY TOTALS

-----  
 0010199100100 11 15 341.68 4 0.7203 246.11 13.23 11 201.27  
 31.61 3  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00073242 OT RI SETTLE DECIMAL 0.00073242 0.18 0.02 3 0.16  
 -----

PROPERTY TOTALS

-----  
 0010199100100 11 15 341.68 4 0.7203 246.11 13.23 11 201.27  
 31.61 3  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00039063 OT RU SETTLE DECIMAL 0.00039063 0.10 0.01 3 0.09  
 -----

PROPERTY TOTALS

-----  
 STROM 2536-8H Venture Number - 00102444 DIVIDE ND  
 0010244400001 03 15 13945.75- 1 36.7541 512563.31- 58944.79- 11 453618.52-  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 292.15- 33.60- 11 252.27-  
 6.28- 12  
 -----

PROPERTY TOTALS

-----  
 0010244400001 03 15 13945.75 1 36.7541 512563.31 35879.44 11 476683.87  
 -----

OWNER SHARE

-----  
 OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 292.15 20.45 11 265.42  
 -----

6.28 12

-----  
 PROPERTY TOTALS  
 -----

0010244400001 04 15 9942.55 1 42.8781 426317.78 29842.25 11 396475.53  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 242.99 17.01 11 220.76  
 5.22 12  
 -----

PROPERTY TOTALS  
 -----

0010244400001 04 15 9942.55- 1 44.6281 443717.25- 31060.21- 11 412657.04-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 252.91- 17.71- 11 229.76-  
 5.44- 12  
 -----

PROPERTY TOTALS  
 -----

0010244400001 04 15 9942.55 1 44.6281 443717.25 31060.21 11 412657.04  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 252.91 17.71 11 229.76  
 5.44 12  
 -----

PROPERTY TOTALS  
 -----

0010244400001 04 15 9942.55- 1 44.6281 443717.25- 51027.48- 11 392689.77-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 252.91- 29.09- 11 218.38-  
 5.44- 12  
 -----

PROPERTY TOTALS  
 -----

0010244400001 05 15 162.45 1 50.3732 8183.13 572.82 11 7610.31

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 4.66 0.32 11 4.24  
 0.10 12  
 -----

PROPERTY TOTALS  
 -----

0010244400001 05 15 162.45- 1 50.3732 8183.13- 941.06- 11 7242.07-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 4.66- 0.53- 11 4.03-  
 0.10- 12  
 -----

PROPERTY TOTALS  
 -----

0010244400001 08 15 8.69 1 34.3728 298.70 20.91 11 277.79  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.17 0.01 11 0.16  
 -----

PROPERTY TOTALS  
 -----

0010244400001 08 15 8.69- 1 34.3728 298.70- 34.36- 11 264.34-  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.17- 0.02- 11 0.15-  
 -----

PROPERTY TOTALS  
 -----

STROM 2536-8H Venture Number - 00102444 DIVIDE ND  
 0010244400002 10 15 4301.89- 1 44.0394 189452.86- 20524.60- 11 157950.15-  
 10978.11- 5  
 -----

OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 107.98- 11.70- 11 87.70-  
 6.26- 5  
 -----



2.32- 12

-----  
 PROPERTY TOTALS  
 -----

0010244400002 10 15 4301.89 1 44.0394 189452.86 20529.32 11 157986.47  
 10937.07 5

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 107.98 11.70 11 87.73  
 6.23 5  
 2.32 12

-----  
 PROPERTY TOTALS  
 -----

0010244400002 11 15 3532.42 1 40.1530 141837.22 14905.47 11 114707.32  
 12224.43 5

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 80.84 8.49 11 63.64  
 6.97 5  
 1.74 12

-----  
 PROPERTY TOTALS  
 -----

STROM 2536-8H Venture Number - 00102444 DIVIDE ND  
 0010244400001 11 15 4.03 1 35.1588 141.69 16.29 11 125.40

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.08 0.01 11 0.07

-----  
 PROPERTY TOTALS  
 -----

STROM 2536-8H Venture Number - 00102444 DIVIDE ND  
 0010244400100 11 15 0.00 2 0.0000 1,156 6884.34 6015.44 4 300.77-  
 1169.67 10

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 3.93 3.43 4 0.25-  
 0.67 10  
 0.08 12

-----  
 PROPERTY TOTALS  
 -----

0010244400100 11 15 4740.62 4 0.2006 951.06- 604.61 3 1555.67-

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.54- 0.34 3 0.87-  
 0.01- 12

-----  
 PROPERTY TOTALS  
 -----

0010244400100 11 15 6650.54 4 0.0518 344.76 848.19 3 503.43-

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.20 0.48 3 0.28-

-----  
 PROPERTY TOTALS  
 -----

0010244400100 11 15 918.45 4 0.3013 276.75 117.14 3 159.61

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.16 0.07 3 0.09

-----  
 PROPERTY TOTALS  
 -----

0010244400100 11 15 2931.61 4 0.2793 818.68 373.89 3 444.79

-----  
 OWNER SHARE  
 -----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.47 0.21 3 0.25  
 0.01 12

-----  
 PROPERTY TOTALS  
 -----

0010244400100 11 15 2963.99 4 0.5665 1679.01 378.02 3 1300.99

-----  
OWNER SHARE  
-----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.96 0.22 3 0.72  
0.02 12

-----  
PROPERTY TOTALS  
-----

0010244400100 11 15 498.47 4 0.7203 359.04 19.31 11 276.16  
63.57 3

-----  
OWNER SHARE  
-----

OWNER DECIMAL 0.00056997 OT RU SETTLE DECIMAL 0.00056997 0.20 0.04 3 0.16

OWNER TOTALS 603.17 472.02

Retain this statement for tax purposes. Inquiries concerning your payment or any deduction should be made to:  <b>Owner Relations</b> 1-800-735-2830  <a href="mailto:OwnerRelations@Samson.com">OwnerRelations@Samson.com</a>	PRODUCT CODE-P	DEDUCTION CODE-D			OWNERSHIP TYPE-OT
	1. Oil 2. Gas 3. Condensate 4. NGLs	1. Compression 2. Dehydration 3. Processing & Treating 4. Gathering 5. Transportation 6. Total Transportation	7. Fuel 8. Marketing/Admin Fee 9. Metering/Low Vol Fee 10. Misc/Other 11. Total Taxes 12. Inc Tax Withholding	13. Joint Interest Recoupment 14. Interest 15. Burden Expense 16. Ad Valorem Tax	WI-Working Interest RI-Basic Royalty OR-Overriding Royalty NP-Net Profit BL-SB 168 Royalty Payment RU-Non-Participating Royalty

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