BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANT: NEWFIELD EXPLORATION MID-CONTINENT INC.

RELIEF SOUGHT: POOLING CAUSE CD NO. 200607127T

LEGAL DESCRIPTION: SECTION 8, TOWNSHIP 4, RANGE 11 EAST, NORTH, RANGE 11 EAST, ORDER NO. 533378

HUGHES COUNTY, OKLAHOMA

ORDER OF THE COMMISSION

Administrative Law Judge, Date and Place of Hearing:

This cause came on for hearing before Curtis Johnson, Administrative Law Judge for the Corporation Commission of Oklahoma on the 6th day of December, 2006, at 8:30 a.m., Commission Courtroom, Eastern Regional Office, Suite 114, 440 South Houston, Tulsa, Oklahoma, for the purpose of hearing, taking testimony and reporting his findings and recommendations to the Commission. The Administrative Law Judge heard the Cause and filed a report with the Commission, which report has been considered, and the Commission therefore finds, adjudicates and orders as follows:

Appearances:

William H. Huffman, Attorney, appeared for the Applicant, Newfield Exploration Mid-Continent Inc.; Michael Stack, Attorney, appeared for Samson Resources Company and Spyglass Energy Group and Sally Shipley, Deputy General Counsel for Conservation, filed notice of appearance.

FINDINGS

Relief Requested:

1. That this is the Application of Newfield Exploration Mid-Continent Inc. for an Order pooling the interest and designating an operator and adjudicating the rights and equities of oil and gas owners in the Atoka, Wapanucka Lime, Union Valley, Cromwell, Jefferson, Mississippian, Woodford, Hunton, Sylvan, Viola, Bromide, McLish, Oil Creek, Joins and Arbuckle common sources of supply underlying Section 8, Township 4 North, Range 11 East, Hughes County, Oklahoma. The respondents named in the Application are those parties shown on Exhibit "A" attached as a part hereof and incorporated into this Order by reference. If any named natural person is deceased, then the known or unknown heirs, executors, administrators, trustees, devisees and assigns, immediate and remote, of such decedent are made respondents to this Application. If any named respondent is a corporation which does not continue to have legal existence, then the known or unknown successors, trustees or assigns, if any, of such entity are made respondents to this Application.

Jurisdiction and Notice:

2. That the Commission has jurisdiction over the subject matter herein and of the persons interested therein. That the Commission conducted a judicial inquiry into the sufficiency of the Applicant's search to determine the names and whereabouts of the respondents who were served herein by publication, and based on the evidence adduced the Commission finds that the Applicant has exercised due diligence and has conducted a meaningful search of all reasonably available sources at hand. The Commission approves the publication service given herein as meeting statutory requirements and the minimum standards of state and federal due process so that notice has been given in all respects as required by law and by the rules of the Commission. That this Commission makes this finding in compliance with Carlile v. Cotton, 732 P.2nd 438 (Okla. 1986). That Applicant is the owner of an interest in the area covered by the Application. That the Applicant/Operator has furnished the Oklahoma Corporation Commission with a plugging agreement and surety or a financial statement, as required by law and by the rules of the Commission.
APPLICANT: Newfield Exploration Mid-Continent Inc.
Cause CD No. 200607127T

Spacing:

3. By Order No. 132029, the Corporation Commission spaced the subject tract as 640-acre drilling and spacing units for the production of gas from the Wapanucka Lime common source of supply. By Order No. 531310, the Corporation Commission spaced the subject tract as 640-acre drilling and spacing units for the production of gas from the Atoka, Union Valley, Cromwell, Jefferson, Mississippian, Woodford, Hunton, Sylvan, Viola, Bromide, McLish, Oil Creek, Joins and Arbuckle common sources of supply.

Dismissals:


Amendments:

5. The Application was amended to correct the following addresses: 15. Esperanza Resources Corp. to PO Box 702784, Tulsa, OK 74170; 21. Basil E. Harrison, and/or his known and unknown heirs, successors and assigns to c/o Jerry Poe, 302 W. 4th, Chanute, KS 66720; 28. Bobby Lee Loftis to 3804 Club Estates Drive, Muskogee, OK 74403-1751; 34. Carl J. Morris, and/or his known and unknown heirs, successors and assigns to c/o Mildred N. Morris, 1439 Stoneridge Manor, Ardmore, OK 73401-1264; 35. Carl J. Morris and Mildred N. Morris to 1439 Stoneridge Manor, Ardmore, OK 73401-1264; 46. Michael Troy Royster to 36604 Timber Road, Shawnee, OK 74804; 47. Ursula Royster to 36604 Timber Road, Shawnee, OK 74804; T. S. Dudley Land Company, Inc. to 5925 N. Robinson Ave., Oklahoma City, OK 73118.

Granting of Relief and Rationale:

6. That Applicant, an owner of the right to drill on said drilling and spacing unit and to develop and produce said common sources of supply, has not agreed with all of the other such owners in such drilling and spacing units to pool their interests and to develop the drilling and spacing units and common sources of supply as a unit, and the Commission should issue this Order requiring such owners to pool and develop the drilling and spacing units and common sources of supply covered hereby. That Applicant proposes to develop said units and the common source of supply therefor by the drilling of wells thereon and, to avoid the drilling of unnecessary wells and to protect correlative rights, all owners should be required to pool and develop the units and common sources of supply covered hereby, upon the terms and conditions set out below, all of which are found hereby; after a consideration of the substantial evidence in this cause, to be just and reasonable and will afford each owner in the units the opportunity to recover or receive without unnecessary expense his just and fair share of the production from the units. That in the interest of the prevention of waste and the protection of the correlative rights, this Application should be and is granted, and the rights of all owners pooled and adjudicated.

ORDER

IT IS THEREFORE ORDERED by the Corporation Commission of Oklahoma as follows:

Well Costs and Consideration Determination; Absorption of Excess Burdens:

1. That Applicant proposes the drilling of a well in Section 8 and develop a drilling and spacing units for the Atoka, Wapanucka Lime, Union Valley, Cromwell, Jefferson, Mississippian, Woodford, Hunton and Sylvan common sources of supply underlying Section 8, Township 4 North, Range 11 East, Hughes County, and develop said units and the common sources of supply therefore, and the rights and equities of all oil and gas owners covered hereby are pooled, adjudicated and
determined.

2. a. That estimated well costs are:

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed for production</td>
<td>$4,759,074.00</td>
</tr>
<tr>
<td>Completed as a dry hole</td>
<td>$2,378,971.00</td>
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</tbody>
</table>

b. That an owner can elect **$450.00 per acre cash bonus**, is a fair, reasonable, and equitable bonus to be paid unto each owner who elects not to participate in said well by paying such owner's proportionate part of the cost thereof; such cash bonus plus overriding or excess royalty, when paid as set out in this Order, is satisfaction in full for all rights and interests of such owner in the unit covered hereby, except for any normal 1/8th royalty interest, as defined in 52 O.S. § 87.1(e) (2001).

c. That an owner can elect **$400.00 per acre cash bonus with a 3/16 royalty**, otherwise defined as overriding or excess royalty of 1/16 of 8/8 in addition to the normal 1/8 royalty, is a fair, reasonable, and equitable bonus to be paid unto each owner who elects not to participate in said well by paying such owner's proportionate part of the cost thereof; such cash bonus plus overriding or excess royalty, when paid as set out in this Order, is satisfaction in full for all rights and interests of such owner in the unit covered hereby, except for any normal 1/8th royalty interest, as defined in 52 O.S. § 87.1(e) (2001).

d. That an owner can elect in lieu of a cash bonus, a 1/4 royalty, otherwise defined as an overriding or excess royalty of 1/8 of 8/8 in addition to the normal 1/8 royalty, is a fair, reasonable, and equitable bonus to be paid unto each owner who elects not to participate in said well by paying such owner's proportionate part of the cost thereof; such overriding or excess royalty as set out in this Order, is satisfaction in full for all rights and interests of such owner in the unit covered hereby, except for any normal 1/8 royalty interest, as defined in 52 O.S. § 87.1(e) (2001).

Provided, however, that any excess royalty, overriding royalty, or other payments out of production shall be charged against the overriding or excess royalty, or overriding royalty, as hereinabove set forth, and same shall be reduced by the amount of any such excess.

Provided, further, in the event the oil and gas interest of any owner is subject to any royalty, overriding royalty, or other payments out of production which create a burden on such interest in excess of the normal 1/8 royalty as set out in paragraph 2b above, the owner of any such interest shall not be entitled to the option provided in paragraph 2b above, but shall be required to either participate or to accept an option provided in paragraph 2c or 2d above, however in the event the oil and gas interest of any owner is subject to any royalty, overriding royalty, or other payments out of production which create a burden on such interest in excess of the normal 1/8 royalty plus the overriding or excess royalty as set out in paragraph 2c above, the owner of any such interest shall not be entitled to the option provided in paragraph 2c above, but shall be required to either participate or to accept the option provided in paragraph 2d above.

Options; Escrow Provisions:

3. That any owner of the right to drill on said drilling and spacing units who has not agreed with the Applicant to develop said units and common sources of supply is accorded the following elections, and each owner, subject hereto, may make any of the elections as to all or any part of the interest of such owner in the units and must give notice as to which of the elections stated in paragraphs 3a, 3b, 3c or 3d herein such owner accepts:
To participate in the development of the units and common sources of supply
by agreeing to pay such owner's proportionate part of the actual cost of the well
covered hereby and by paying, as set out herein, to Applicant, Newfield
Exploration Mid-Continent Inc., such owner's proportionate part of the
estimated completed for production cost thereof, as set out in paragraph 2a
above, by securing or furnishing security for such payment satisfactory to the
Applicant; in all events, such owner's cost in said well shall not exceed its
proportionate part of the actual or the reasonable cost thereof which shall be
determined by the Commission in the event there is a dispute as to such costs; the
payment of such owner's proportionate part of the estimated completed for
production cost of said well, or the securing of such costs, or the furnishing of
security therefor, as aforesaid, shall be accomplished within 20 days from the date
of this Order, such owner's proportionate part of the costs of, and of the production
from, such well and units, to be in proportion to the number of acres such owner has
in the units; or,

To receive the cash bonus, as set out in paragraph 2b above, which cash bonus
shall be paid or tendered, if same can be paid or tendered, within 30 days from the
date of this Order, or,

To receive the cash bonus plus overriding or excess royalty, as set out in
paragraph 2c above, which cash bonus shall be paid or tendered, if same can be
paid or tendered, within 30 days from the date of this Order, or

to receive in lieu of, the cash bonus or cash bonus plus overriding or excess
royalty, as set out in paragraphs 2b or 2c above, the overriding or excess royalty
only as set out in paragraph 2d above.

If any payment of bonus due and owing under the order cannot be made because the
person entitled thereto cannot be located or is unknown, then said bonus shall be paid
into an escrow account within 90 days after the date of this Order and shall not be
commingled with any funds of the Applicant or Operator. Any royalty payments or
other payments due to such person shall be paid into an escrow account by the holder
of such funds. Responsibility for filing reports with the Commission as required by
law and Commission rule as to bonus, royalty or other payments deposited into
escrow accounts shall be with the applicable holder. Such funds deposited in said
escrow accounts shall be held for the exclusive use of, and sole benefit of, the person
entitled thereto. It shall be the responsibility of the Applicant or Operator to notify
all other holders of this provision and of the Commission rules regarding unclaimed
monies under pooling orders;

If any payment of bonus due and owing under this Order cannot be made for any
other reason, including, but not limited to, questionable title, then such bonus shall
be paid into an escrow account and shall not be commingled with any funds of the
Applicant or Operator. Any royalty payments or other payments due to such person
shall be paid into an escrow account by the holder of such funds.

Elections by Owners; Deemed Election:

4. That each owner of the right to drill in said drilling and spacing units to said common
sources of supply covered hereby, who has not agreed to develop said units, other than the Applicant,
Newfield Exploration Mid-Continent Inc., shall elect which of the alternatives set out in paragraph
3 above such owner accepts, said election to be made to Applicant, Newfield Exploration Mid-
Continent Inc., in writing, at the address below, within 15 days from the date of this Order,
along with the tax identification number (Social Security Number or Federal Employer
Identification Number) for the owner; in the event any owner fails to elect within the time and in
the manner as set out above, which of the alternatives set forth in paragraph 3 above, any such owner accepts, then such owner is deemed to have elected to receive the cash bonus as set out in paragraph 2b above if such owners interest qualifies, otherwise the cash bonus plus overriding royalty as set out in paragraph 2c above, if such owners interest qualifies, otherwise the overriding royalty as set out in paragraph 2d above. In the event any owner elects or is deemed to have elected to do other than participate in said well by paying his pro rata share of the costs thereof, or fails to make any election provided above, such owner shall be deemed to have relinquished unto Applicant, Newfield Exploration Mid-Continent Inc., all of such owner's right, title, interest, or claim in and to the unit, except for any normal 1/8th royalty interest, defined above, or other share in production to which such owner may be entitled by reason of an election hereunder. Samson Resources Co. and Spyglass Energy Group have provided the Tax Identification Number to Newfield Exploration Mid-Continent Inc. as required above.

In the event an owner fails to provide the tax identification number, any cash bonus or royalty due under this order will be placed into an escrow account by the Applicant or Operator until such tax identification number of said owner is provided to the Applicant or Operator.

Samson Resources Company and Spyglass Energy Group have made specific financial arrangements with Newfield Exploration Mid-Continent Inc. for the payment of well costs for all wells drilled pursuant to this Pooling Order. In the event of participation, Samson shall be billed its share of the well costs as they are incurred by the Newfield. Newfield will notify Spyglass of the intention to spud a well, along with the spud date, at least 15 business days prior to the spud date. Spyglass shall pay its proportionate share of the well costs to Newfield within 15 days of the spud date. Spudding of the well must be with a drilling rig capable of drilling to the target depth of the proposed well.

Share of Force Pooled Acreage:

5. That an Owner electing to participate in the drilling of the initial well may elect, at their option, to take a proportionate share of the force pooled acreage. Said election shall be made within the initial election period of 15 days and with the election to participate. If no election is made to take the force pooled acreage, then that participating Owner shall be deemed not to have elected to take a proportionate share of the force pooled acreage. Should an Owner that fail to perfect their election to participate, any election to take the force pooled acreage shall likewise fail and shall be deemed to have been withdrawn.

Once the proportionate share of acreage has been determined, the electing Owners will be notified of their proportionate share of the cost of said acreage and shall have 20 days from the receipt of the notice to pay their share of the cost. Failure to pay said cost or make financial arrangements for the payment of said costs with the Operator within the 20 day period shall result in the failure of the election to participate in the force pooled acreage and said participating Owner's election to participate in the force pooled acreage being withdrawn.

Operator's Lien: Deemed Election Upon Failure to Perform:

6. That Applicant, Newfield Exploration Mid-Continent Inc. or Operator, in addition to any other rights provided herein, shall have a lien, as set out in 52 O.S. § 87.1(c) (2001), on the interest of any owner, subject to this Order, who has elected to participate in the well covered hereby by paying such owner's proportionate part of the costs thereof; provided, however, that in the event an owner of the costs thereof and fails or refuses to pay or to secure the production cost as set out in paragraph 2a above, or fails or refuses to pay or make an arrangement with the Applicant, Newfield Exploration Mid-Continent Inc., for the payment thereof, all within the periods of time as prescribed in this Order, then such owner is deemed to have elected to receive the cash bonus as set out in paragraph 2b above, if such owners interest qualifies, otherwise the cash bonus plus overriding royalty as set out in paragraph 2c above, if such owners interest qualifies, otherwise the overriding royalty as set out in paragraph 2d above. Thereupon, the payment of such cash bonus shall be made
by Applicant, Newfield Exploration Mid-Continent Inc., within 30 days after the last day on which such defaulting owner, under this Order, should have paid his proportionate part of such costs or should have made satisfactory arrangements for the payment thereof.

Operator Designation:

7. That: Newfield Exploration Mid-Continent Inc.
   110 West 7th Street, Suite 1300
   Tulsa, Oklahoma 74119

is designated operator of the wells, units and common sources of supply covered hereby and all elections must be communicated to said Applicant, Newfield Exploration Mid-Continent Inc. at the address above as required in this Order.

Casing Point Election:

8. That any Owner that elects to participate in the initial well or subsequent well and perfects that election, shall have a casing point election for any vertical well drilled under this order. No casing point election shall be afforded a participating Owner in any horizontal well drilled under this order. Once the drilling vertical well reaches casing point and the operator makes a decision to set casing or abandon said well, the Operator shall give written notice to the participating Owners of the Operator's intention to attempt a completion of said well or to plug and abandon said well, along with well logs obtained from such well. The written notice and logs may, at the option of the Operator, be transmitted electronically to the participating Owners. The Operator shall verify the receipt of the notice and well logs by the participating Owner. Each participating Owner shall have forty-eight (48) hours, exclusive of weekends and legal holidays, after receipt of such notice in which to elect to participate in the completion attempt or to plug and abandon said well. In the event the proposal is to set casing and complete said well, the participating Owner may elect the overriding royalty as set out in paragraph 2d above in lieu of participating in the completion attempt. If the participating Owner fails to elect within said forty-eight (48) hours, the participating Owner will be deemed to have elected not to participate in the completion of said well and be deemed to have relinquished all its interest to the Operator, limited to the wellbore of said well, for the overriding royalty as set out in paragraph 2d above. Such election or deemed election to not participate in a completion attempt shall not relieve the participating Owner of liability for payment of its share of well costs incurred to casing point. An election or deemed election not to participate in a completion attempt shall be on a wellbore basis only and shall not restrict the Owner from participation in a future well proposed under this Pooling Order.

That Operator may propose to modify the drilling plan for the currently drilling well at or before the initial casing point in order to continue the drilling and/or deepening of a proposed well. This modification of the drilling plan for the currently drilling well and continued operation shall be subject to additional proposals to the participating Owners.

Unit Pooling:

9. The granting of the relief requested by the Applicant shall include the intent of the Applicant to pool and adjudicate the rights and equities of the owners in the lands described herein as to those separate units. That the election not to participate in the drilling of a proposed well to casing point as a cost bearing working interest shall operate to foreclose the interests of the respondent as to elections to participate or not, in any subsequent well that may at some indefinite time, if at all, be drilled within the subject lands; and that the initial election made by the respondents herein shall be binding as to the respondent, their assigns, heirs, representatives, agents, or estate. An election or deemed election by a participating Owner not to participate in a completion attempt shall not restrict the Owner from participation in a future well proposed under this Pooling Order.
Subsequent Wells and Development:

10. If, subsequent to the drilling of the initial unit well provided for herein, Operator or Applicant shall propose additional development, including but not limited to, another well or recompletion in the drilling and spacing units covered hereby under the plan of development established by this Order, Operator or Applicant shall send written notice of the proposed subsequent well or recompletion to each party who timely and properly elected to participate, and who perfected their election to so participate, in the development of the separate common sources of supply in the drilling and spacing units involved in this cause under the plan of development. The written notice shall be sent by certified mail to the last known address of each respondent and shall contain a brief description of the proposed subsequent well or recompletion. The notice shall also include the estimated costs of the well as a dry hole and as a producing well. Each party entitled to the above-described written notice shall have 15 days after receipt of the notice in which to elect, in writing, to the Operator or Applicant whether or not to continue to participate in the development of the separate common sources of supply in the drilling and spacing units involved in this cause under the plan of development established by this Order as to the proposed subsequent well or recompletion or in lieu thereof, to elect the overriding royalty as set out in paragraph 2d above. That all well proposals shall have all governmental approval and authority granted for the drilling of said proposed well prior to proposing said well to the participating parties.

In the event any party who is entitled to make a written election as to a subsequent well or recompletion as provided for herein, shall elect not to participate in further development, or shall fail timely and properly to elect in writing to so participate, or who shall have elected affirmatively in writing not to participate in such subsequent well or recompletion and further development, then such owner shall be deemed to have relinquished unto operator all of such owners right, title, interest or claim in and to the unit, units and separate common sources of supply involved herein as to such proposed subsequent well or recompletion and any further subsequent well or wells or recompletions that may thereafter be proposed and drilled under the plan of development, and deemed to have elected the overriding royalty as set out in paragraph 2d above.

Any party entitled to make a written election as to a subsequent well or recompletion who elects to continue to participate in the development of the separate common sources of supply in the drilling and spacing units provided for herein under the plan of development established by this Order, shall be deemed to have agreed to pay such parties proportionate part of the actual costs of the proposed subsequent well or recompletion, and shall pay such parties proportionate part of the anticipated completed for production costs as set forth in the notice within 20 days from receipt thereof, said payment to be made to Applicant at its then current address. Upon such timely payment, or the furnishing of security thereof satisfactory to the Applicant, such parties election to continue to participate in the development of the drilling and spacing units and common sources of supply as to such subsequent well or recompletion and future wells or recompletions shall be perfected. In the event any owner elects as to the proposed subsequent well or recompletion to continue to participate in the development of the separate common sources of supply under the plan of development established by this Order, but thereafter fails or refuses to pay or secure the payment of such owners proportionate part of the estimated completed for production well costs within the manner and time prescribed herein, then such owner shall be deemed to have withdrawn its election to continue to so participate and such owner, as to the proposed subsequent well or recompletion and any further subsequent well or wells or recompletions under the plan of development shall be deemed to have elected the overriding royalty as set out in paragraph 2d above.

As to any subsequent well or recompletion proposed under this paragraph, Operator or Applicant shall commence, or cause to be commenced, operations for the drilling of the subsequent well or recompletion within 180 days from the date of written notice proposing the subsequent well or recompletion, and shall thereafter continue such operations with due diligence to completion. If operations for the drilling of the proposed subsequent well or recompletion are not commenced within the above described 180 day period, then the elections of the parties as to the proposed subsequent well or recompletion shall expire and the parties shall be in the same position relative to each other that they were in immediately prior to the written notice of the subsequent well or
recompletion being transmitted by Operator or Applicant. In such event all rights acquired from the parties electing to the proposed subsequent well or recompletion not to continue to participate in the development of the separate common sources of supply and drilling and spacing units under the plan of development established by this Order, shall be relinquished by Operator or Applicant and any other acquiring party and such relinquished rights shall revest in the parties who elected not to continue to so participate. Failure to timely commence any subsequent well or recompletion shall not divest or otherwise affect in any manner the rights and interests of the various parties in any well or wells drilled prior thereto under the plan of development established by this Order and shall not terminate such plan of development.

The term "subsequent well" for purposes of this paragraph shall not be deemed to include any side-tracking or other operation with respect to the initial unit well, or any subsequent well, and shall not be deemed to be any well that is drilled as a replacement or substitute well for the initial unit well or any subsequent well covered hereby, by virtue of any mechanical or other problems arising directly in connection with the drilling, completing, equipping or producing of the initial unit well or any subsequent well, and no party subject to this Order shall have the right to make any subsequent elections as to any such side-tracking, replacement, or substitute well.

Access to Drilling Rig:

11. That Operator will timely provide each participating Owner with complete well data, as said data becomes available, including but not limited to daily drilling reports, mud logs, electric logs, completion data, pressure tests and data, all reports filed with the Oklahoma Corporation Commission and 60 days production history for the participated well drilled pursuant to this Order. Further, that access to the drilling rig by a participating Owner shall be upon 48 hour notice to Operator. That said notice shall be given to Jon Wright at Newfield Exploration Mid-Continent Inc. by e-mail transmission at Jwright@newfield.com and by facsimile transmission to Newfield Exploration Mid-Continent Inc. at 918-732-1793 unless said participating Owner is notified otherwise by the Operator.

Commencement of Operations:

12. That Operator must commence operations for the drilling or other operations with respect to the well covered hereby within One (1) Year from the date of this Order, and diligently prosecute the same to completion in a reasonably prudent manner, or this Order shall be of no force and effect, except as to the payment of bonus.
Mailing of this Order:

13. That the Applicant, Newfield Exploration Mid-Continent Inc., or its attorney, shall file with the Secretary of the Commission, within 10 days from the date of this Order, an affidavit stating that a copy of said Order was mailed within 3 days from the date of this Order to all parties pooled by this Order whose addresses are known.

CORPORATION COMMISSION OF OKLAHOMA

JEFF CLOUD, Chairman

DENISE A. BODE, Vice Chairman

BOB ANTHONY, Commissioner

DONE AND PERFORMED this 18 day of December, 2006.

BY ORDER OF THE COMMISSION:

PEGGY MITCHELL, Secretary

REPORT OF THE ADMINISTRATIVE LAW JUDGE

The foregoing findings and order are the report of the Administrative Law Judge.

APPROVED:

Curtis Johnson, Judge

Reviewer

Date

Date
EXHIBIT “A”

Parties with Known Addresses:

1. Everett J. Abney, and/or his known and unknown heirs, successors, and assigns
c/o Terry Abney
PO Box 1669
Ada OK 74821-1669

2. Ruby F. Abney
c/o Terry Abney
PO Box 1669
Ada OK 74821-1669

3. Terry Abney
c/o Terry Abney
PO Box 1669
Ada OK 74821-1669

4. Vernon Abney, and/or his known and unknown heirs, successors, and assigns
c/o Rosalee Abney
4595 Highway 75
Calvin OK 74531

5. Moved to Address Unknown

c/o Bank One Trust Company
15 East Fifth Street
Tulsa OK 74103

c/o Bank One Trust Company
15 East Fifth Street
Tulsa OK 74103

8. H.C. Bundy, and/or his known and unknown heirs, successors and assigns
c/o Bank One Trust Company
15 East Fifth Street
Tulsa OK 74103

9. Lana Sharon Street Byrnes
33 Avenue Des Gobelins
Paris France 75013

10. Dismissed

11. Laverne Clifton-McManes
2665 Free Road
McAlester OK 74501

12. Cola Resources, LLC
One Allen Center
500 Dallas Street, Ste. 3300
Houston TX 77002

13. Michaela Cook
3140 Money Tree Road
Ponca City OK 74004

20 N. Broadway
Oklahoma City OK 73102

15. Esperanza Resources Corp
PO Box 702784
Tulsa OK 74170

16. Farmers Union Cooperative Royalty Company
3829 N. Classen Blvd., Ste 210
Oklahoma City OK 73118-2854

17. Geodyne Nominee Corporation
c/o Samson Investment Company
2 West Second Street
Tulsa OK 74103

18. Geodyne Resources, Inc.
c/o Samson Investment Company
2 West Second Street
Tulsa OK 74103

19. Moved to Address Unknown

20. Moved to Address Unknown

21. Basil E. Harrison, and/or his known and unknown heirs, successors and assigns
c/o Jerry Poe
302 W. 4th
Chanute KS 66720

22. Lawrence S. & Eva M. Hill, and/or their known and unknown heirs, successors, and assigns
c/o Lawrence Glenn Hill
31481 Avenue "F"
Big Pine Key FL 33043

23. Tonya Dianne Holler
9599 N. 135 E. Avenue
Owasso OK 74055

24. Juliann Sprenger Hunter
502 Durham Road
Gastonia NC 28504

25. Christopher L. Johnson
8940 S. Florence Place
Tulsa OK 74137

26. Christopher L. & Holly E. Johnson
8941 S. Florence Place
Tulsa OK 74137

27. Dismissed

28. Dismissed

29. Sue Loftis, and/or her known and unknown heirs, successors and assigns
c/o Leana Stark
811 Breakwater Circle
Anchorage AK 99515

30. Moved to Address Unknown
31. Jimmy L. McFerran, and/or his known and unknown heirs, successors and assigns  
c/o Tommy N. McFerran  
4456 North 373 Road  
Atwood OK 74827

32. Moved to Address Unknown

33. Moved to Address Unknown

34. Carl J. Morris, and/or his known and unknown heirs, successors, and assigns  
c/o Mildred N. Morris  
1439 Stoneridge Manor  
Ardmore, OK 73401-1264

35. Carl J. Morris & Mildred N. Morris  
1439 Stoneridge Manor  
Ardmore, OK 73401-1264

36. Barbara A. Sprenger Morrow  
721 Steeplechase Road  
Landisville PA 17538

37. Bank One Trust Company, N.A., Trustee of the Jennifer S. Olsen Revocable Trust  
c/o Bank One Trust Company  
15 East Fifth Street  
Tulsa OK 74103

38. Panhandle Royalty Corporation  
5400 N. Grand Blvd., Ste 305  
Oklahoma City OK 73112-5688

39. Virgil Price & Leona Price, and/or their known and unknown heirs, successors, and assigns  
c/o Darla Jean Carter  
P.O. Box 554  
Wynnewood OK 73098

40. R.D. Davis & Associates, Inc.  
13212 N. MacArthur Blvd., Ste. A  
Oklahoma City OK 73142-3019

41. Margaret Remer  
2665 Free Road  
McAlester OK 74501

42. Bank One Trust Company, N.A., Trustee of the Deborah J. Ribble Revocable Trust  
c/o Bank One Trust Company  
15 East Fifth Street  
Tulsa OK 74103

43. M.A. Robinson, and/or his known and unknown heirs, successors and assigns  
c/o Bank of Oklahoma  
P.O. Box 3499  
Tulsa OK 74101

44. Arnold R. Royster, Jr.  
Route 2, Box 975  
Chandler OK 74834-7030

45. Arnold Ray Royster, and/or his known and unknown heirs, successors, and assigns  
36604 Timber Road  
Shawnee OK 74804

46. Michael Troy Royster  
36604 Timber Road  
Shawnee OK 74804

47. Ursula Royster  
36604 Timber Road  
Shawnee OK 74804

48. Samson Resources Company  
2 West Second Street  
Tulsa OK 74103

49. James Shields, and/or his known and unknown heirs, successors, and assigns  
2665 Free Road  
McAlester OK 74501

50. Janice M. Shields, and/or her known and unknown heirs, successors, and assigns  
2665 Free Road  
McAlester OK 74501

51. Dismissed

52. Dismissed

53. Moved to Address Unknown

54. Dismissed

55. Dismissed

56. Dismissed

57. Marion Stein Sprenger  
7402 N. Patton Land  
Peoria IL 61614

58. Moved to Address Unknown

59. Robert B. Sprenger, and/or his known and unknown heirs successors, and assigns  
c/o Margaret G. Sprenger  
3215 Strada Glenn  
Florence SC 29501

60. Dismissed

61. Scott Sprenger  
5820 Briarwood Lane  
Peoria IL 61614

62. Stephanie Sprenger  
313 Prospect  
Dixon IL 61021

63. Timothy R. Sprenger  
1793 Hollow Bush Road  
Timmonsville SC 29161

64. Spyglass Energy Group  
15 East Fifth Street, Ste. 4000  
Tulsa OK 74103

5925 N. Robinson Ave.  
Oklahoma City OK 73118
66. Tricon Energy Corporation  
20 East Fifth Street, Ste. 1400  
Tulsa OK 74103

67. Suzanne Sprenger White  
115 White Cap Circle  
Maitland FL 32751

68. Jack & Juelene Willard, and/or their known and unknown heirs, successors, and assigns  
c/o Randy Willard  
7430 S. 111 East Ave.  
Tulsa OK 74133

Parties with Unknown Addresses:

5. Katherine Wilson Bossemeyer, and/or her known and unknown heirs, successors, and assigns  
3710 Alton Place NW  
Washington DC 20016-2206

19. L.J. George, and/or his known and unknown heirs, successors and assigns  
Address Unknown

20. A.M. Griffey, and/or his known and unknown heirs, successors and assigns  
Address Unknown

30. Duke F. McFerran & Edith M. McFerran, and/or their known and unknown heirs, successors, and assigns  
Box 181  
Atwood OK 74827

32. F.P. Menager, and/or his known and unknown heirs, successors, and assigns  
Address Unknown

33. Frances Wilson Miller, and/or her known and unknown heirs, successors, and assigns  
2888 N. "D" Street  
San Bernardino CA 92405

53. Elizabeth Sprenger, and/or her known and unknown heirs, successors, and assigns  
Address Unknown

55. Myrtle Sprenger, and/or her known and unknown heirs successors, and assigns  
Address Unknown

Parties Listed for Curative Purposes:

None.

Parties Listed for Curative Purposes with Unknown Addresses:

None.