IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (___)
Debtors.	)	(Joint Administration Requested)

DEBTORS' MOTION FOR AN ORDER AUTHORIZING ENTRY INTO THE BACKSTOP COMMITMENT AGREEMENT

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), seek entry of an order (the "Backstop Order"), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to enter into the Backstop Commitment Agreement (substantially in the form attached as **Exhibit 1** to **Exhibit A**), and pay certain fees and expenses in connection therewith. In support of this motion, the Debtors respectfully state as follows.

Introduction

1. After many months of negotiations with its major creditor constituencies, Samson has obtained a commitment from certain of its second lien lenders to backstop a new money investment in the minimum amount of $450 million. As contemplated in the chapter 11 plan filed on the date hereof (and the Restructuring Support Agreement dated August 14, 2015), the new money investment will be raised pursuant to a debt and equity rights offering to be made available to all second lien lenders. The new money investment is the cornerstone for a

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

restructuring that will deleverage Samson's balance sheet by more than $3 billion and provide the resources necessary for Samson to emerge as a stronger enterprise on a path to profitability.

2. Obtaining Court approval of the Backstop Commitment Agreement, and authorization to satisfy the obligations thereunder, is critical to the Debtors' restructuring and the lenders' agreement to backstop the recapitalization of the company. The backstop parties, which include eight diverse financial institutions with varying investment theses and restrictions, collectively hold approximately 53.5% of the outstanding second lien loans. Following the execution of the Restructuring Support Agreement in August, additional second lien lenders, holding approximately 15.3% of the outstanding second lien loans, have consented to, and agreed to support, the restructuring transaction contemplated therein. Given that the economics of the backstop commitment only affect the allocation of value as among the class of second lien claims, the support by other second lien lenders is consistent with the Debtors' view that the terms of the Backstop Commitment Agreement are fair and in the best interest of the Debtors and their stakeholders.

3. The Debtors submit that their determination to enter into the Backstop Commitment Agreement is a sound exercise of their business judgment and one that will facilitate an expedited restructuring.

Relief Requested

4. By this motion, the Debtors seek entry of an order authorizing the entry into the Backstop Commitment Agreement and the payment certain fees and expenses in connection therewith.

Jurisdiction and Venue

5. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended*

Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. 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 motion 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 in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

7. The statutory bases for the relief requested herein are sections 105(a), 363(b), and 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") and Rules 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Background

8. The Debtors are a privately held onshore oil and gas exploration and production company with headquarters in Tulsa, Oklahoma and operations primarily located in Colorado, Louisiana, North Dakota, Oklahoma, Texas, and Wyoming. The Debtors operate, or have royalty or working interests in, approximately 8,700 oil and gas production sites.

9. Each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on September 16, 2015 (the "Petition Date"). The facts and circumstances supporting this motion are set forth in the *Declaration of Philip Cook in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 2], which is incorporated by reference.

10. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The

Debtors have concurrently filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b).

The Backstop Parties

11. In May 2015, at Samson's request, and at the direction of certain lenders (the "Second Lien Lenders") holding a majority of the debt under Samson's $1,000,000,000 second lien term loan credit facility, the administrative agent (the "Second Lien Agent") engaged counsel and a financial advisor to work with a committee of Second Lien Lenders in connection with the evaluation of a potential restructuring transaction proposed by Samson, which contemplated a significant new capital investment. All Second Lien Lenders were invited to volunteer for a "funding committee," which would work with the Second Lien Agent's advisors on a response to Samson's proposal. Volunteers for the funding committee were asked to be prepared to commit capital for a financing, execute a confidentiality agreement, and become restricted from trading during restructuring negotiations.

12. Eight institutions volunteered to participate on the funding committee.[2] They include traditional investment managers, hedge funds, and CLO managers with different investment strategies and priorities, but with a shared goal of developing a restructuring proposal to appropriately capitalize the Company and provide a fair distribution to Second Lien Lenders, including through an opportunity to invest in the reorganized Company. The funding committee members' collective efforts culminated in the execution of the Restructuring Support Agreement and the filing of the Plan, pursuant to which the Second Lien Lenders will receive new common

[2] As set forth in **Exhibit B** to the Restructuring Support Agreement, the participating institutions (the "Backstop Parties") include Anschutz Investment Company, Cerberus Institutional Partners V, L.P., Cerberus International II Master Fund, L.P., Cerberus Partners II, L.P., Columbia Management Investment Advisers, LLC, Credit Suisse Loan Funding LLC, Eaton Vance Management/Boston Management and Research, Invesco Senior Secured Management, Inc., NYL Investors LLC, and SPCP Group, LLC.

equity in the reorganized Company ("New Common Stock") on account of their claims as well as rights to participate in a Rights Offering[3] available to all Second Lien Lenders.

The Backstop Commitment Agreement

13. Pursuant to the Rights Offering, the Debtors will raise a new money investment of no less than $450 million, consisting of a minimum of $325 million in New Common Stock and a maximum of $125 million of new second lien debt ("New Debt"). If Samson's pro forma liquidity is projected to be less than $350 million as of the Effective Date, the new money investment will be increased to $485 million. The aggregate new money investment (the "New Money Investment") will be used, among other things, to facilitate the paydown of the First Lien Facility and provide working capital to fund operations upon emergence. The terms of the Rights Offering have been extensively negotiated by the Debtors and the Backstop Parties

14. Pursuant to the Backstop Commitment Agreement, to the extent the Rights Offering is undersubscribed, the Debt Backstop Parties[4] will fund up to $36,750,000 of New Debt (subject to the aggregate $125 million maximum amount of the New Debt), and the Equity Backstop Parties will purchase New Common Stock in an aggregate amount necessary to ensure that the Debtors receive the full amount of the New Money Investment.[5]

15. In connection with entry into the Backstop Commitment Agreement, the Debtors are seeking approval of the following terms:

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[3] Capitalized terms used but not otherwise defined herein are used as defined in the Debtors' *Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (the "Plan"), filed contemporaneously herewith, and the proposed form of Backstop Commitment Agreement, as applicable.

[4] The "Debt Backstop Parties" have agreed to fund backstop obligations by purchasing New Debt. The "Equity Backstop Parties" have agreed to fund their backstop obligations by purchasing New Common Stock.

[5] In the event that the New Money Investment is increased to $485 million, then except as may be agreed otherwise among the Backstop Parties, the backstop obligations with respect to the additional $35 million will be funded by the Backstop Parties on the same terms as the $450 million New Money Investment.

- Equity Grant: an amount equal to $45,000,000[6] of New Common Stock will be issued at a 20% discount to Plan Enterprise Value, of which $43,713,750 will be distributed to the Equity Backstop Parties, and $1,286,250 will be distributed to the Debt Backstop Parties;

- Backstop Holdback Equity: in connection with the Rights Offering, New Common Stock in an amount equal to 22.5% of the New Money Investment will be offered solely to the Equity Backstop Parties which agree to purchase those shares; and

- Transaction Fee: a $10,000,000 cash transaction fee will be paid to the Backstop Parties at closing.

16. Subject to approval by the Court, each of the Equity Grant, the Transaction Fee, and the Backstop Holdback Equity will be fully vested, non-refundable, and non-avoidable upon entry of the Backstop Order and paid or distributed, as applicable, on the Effective Date. The Backstop Commitment Agreement further provides that Debtors will reimburse the Backstop Parties for their reasonable and documented costs, fees, and expenses (the "Backstop Party Expenses") incurred in connection with the consummation of the Restructuring Transaction, including, without limitation, all reasonable and documented costs, fees, and expenses incurred in connection with the Restructuring Support Agreement, the Plan, a 363 Sale, and/or the Backstop Commitment Agreement (the "Backstop Party Expense Reimbursement"). Upon the entry of the Backstop Order by the Court, the Debtors shall promptly reimburse the Backstop Parties for any Backstop Party Expenses incurred from time to time, but, in any event, not later than five (5) Business Days after receipt by the Debtors of any applicable receipt or invoice.

17. Additionally, subject to approval by the Court, the Company's obligation to sell the Backstop Holdback Equity to the Equity Backstop Parties shall be non-avoidable upon entry of the Backstop Order, subject to the occurrence of the Effective Date.

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[6] The $45,000,000 Equity Grant assumes that pro forma liquidity greater than $350,000,000 and the New Money Investment is $450,000,000. In the event pro forma liquidity is less than $350,000,000, and the New Money Investment is $485,000,000, the Equity Grant shall be increased by an additional $3,500,000 of New Common Stock (issued at the purchase price).

18. In addition, the Backstop Commitment Agreement provides that if the Debtors enter into an Alternative Proposal, the Backstop Parties will be deemed to have earned a cash fee in the amount of $10,000,000 (the "Break Up Fee"), payable as an Allowed Administrative Claim. The Break Up Fee will be paid to and allocated among the Backstop Parties in accordance with the terms of the Restructuring Support Agreement.

19. The Backstop Commitment Agreement also provides for certain indemnifications and limitations on remedies that are integral to the agreement and the plan. More specifically, the Debtors have agreed to indemnify each of the Backstop Parties, the Second Lien Agent, each of their respective affiliates, and each of the Backstop Parties' and their affiliates' respective officers, directors, partners, shareholders, trustees, controlling persons, employees, agents, advisors, attorneys and representatives from, among other things, any matters pertaining to, arising out of, or any way related to the Restructuring Support Agreement or the use of the proceeds of the Backstop Commitment.

20. The Backstop Parties' obligations under the Backstop Commitment Agreement are conditioned upon, among other things, the occurrence of certain case milestones, which are fully set forth in the Restructuring Support Agreement. These milestones are summarized below:[7]

- the Debtors' request that the Court schedule a hearing on this motion and the Disclosure Statement Motion as soon as possible after the Petition Date, but no later than October 15, 2015;
- the Court's entry of the Backstop Order and the Disclosure Statement Order by no later than October 15, 2015;
- the Court's confirmation of either (A) an Acceptable Plan or (B) a joint plan of reorganization for the Company that (x) implements a transaction with the Backstop

[7] To the extent this summary and the milestones set forth in the Restructuring Support Agreement are inconsistent, the terms of the Restructuring Support Agreement control.

Parties containing the economic terms for the Backstop Parties on which the Backstop Parties committed and is otherwise consistent with the Restructuring Support Agreement in all material respects or (y) has been accepted by more than one half in number of the Second Lien Lenders voting on such plan, which accepting Second Lien Lenders collectively hold at least two-thirds in amount of the Second Lien Loans; and

- the occurrence of the Effective Date by December 15, 2015 (*provided, however*, that such date may be extended by mutual agreement of the Company and the Required Backstop Parties to a date not later than January 15, 2016).

Basis for Relief

21. Section 363(b) of the Bankruptcy Code provides, in relevant part, that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). In the Third Circuit, courts have authorized a debtor's use of property of the estate outside the ordinary course of business when such use has a "sound business purpose" and is proposed in good faith. *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991). Courts authorize a debtor to use property of the estate outside the ordinary course of business if the debtor can show that: (a) a sound business reason or emergency justifies the proposed use; (b) adequate and reasonable notice was provided to all interested parties; (c) the proposed use was requested in good faith; and (d) fair and reasonable consideration is provided in exchange for the use of estate assets. *See In re Exaeris, Inc.*, 380 B.R. 741 (Bankr. D. Del. 2008); *In re Decora Indus., Inc.*, No. 00-4459, 2002 WL 32332749, at *7 (D. Del. May 20, 2002); *Hudson*, 124 B.R. at 176.

22. Once a debtor articulates a valid business justification under section 363, a presumption arises that the debtor's decision was made on an informed basis, in good faith, and in the honest belief the action was in the best interest of the company. *See In re Integrated Res., Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858,

872 (Del. 1985)); *see also In re Bridgeport Holdings, Inc.*, 388 B.R. 548, 567 (Bankr. D. Del. 2008). Further, once "the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp., (In re Johns-Manville Corp.*), 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). The business judgment rule has vitality in chapter 11 cases and shields a debtor's management from judicial second-guessing. *See Integrated Res.*, 147 B.R. at 656; *Johns-Manville,* 60 B.R. at 615-16 ("[T]he Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions"). Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

23. The Backstop Commitment Agreement enables the Debtors to move expeditiously to confirm and consummate the Plan by ensuring that the New Money Investment will be fully funded. The New Money Investment and the Backstop Commitment Agreement are critical components of the overall deal struck between the Debtors, the Backstop Parties, and the Consenting Lenders and are essential to ensure a successful restructuring and viable business going forward. The Backstop Commitment Agreement guarantees the funds necessary to effectuate the Debtors' restructuring and at the same time affords participation rights in the Rights Offering to all holders of second lien claims. Absent the Backstop Commitment, there is simply no assurance that sufficient capital will be raised through the Rights Offering, which would potentially jeopardize the restructuring. Therefore, the Debtors submit that entry into the Backstop Commitment Agreement is in the best interest of their estates and an appropriate exercise of business judgment.

24. Providing the Equity Grant, the Transaction Fee, and the Break Up Fee, and permitting the purchase of the Backstop Holdback Equity, is necessary to secure the Backstop Commitment and compensate the Backstop Parties for their undertaking. The eight investors funding the Backstop Commitment represent a cross section of the types of institutions that hold the second lien claims and their varying investment theses and restrictions. This was important from the Debtors' perspective as the economics associated with the Backstop Commitment would be put to the ultimate test: do similarly situated holders agree that the fees associated with the commitment are fair and reasonable.

25. The Backstop Commitment is conditioned on approval of the fees specified in the Backstop Commitment Agreement, including the Equity Grant and Backstop Holdback Equity. The economic terms set forth in the Backstop Commitment Agreement are set forth in the Restructuring Support Agreement, which as noted above, is supported by holders of more than two thirds of the second lien debt. Holders of general unsecured claims, the only constituency other than holders of second lien claims receiving new equity, are receiving their equity on a fully diluted basis, after the issuance pursuant to the Rights Offering and thus are not impacted by the Equity Grant or the Backstop Holdback Equity.

26. The Debtors have determined, in the exercise of their business judgment, that (i) providing the Equity Grant, the Transaction Fee, the Break Up Fee, and the Backstop Party Expense Reimbursement, (ii) selling the Backstop Holdback Equity to the Backstop Parties, and (iii) providing the indemnification provisions are each effective and necessary means to secure the Backstop Commitment. Indeed, courts in this and other districts have approved similar terms where necessary in connection with equity or debt commitments as a reasonable use of assets in other recent chapter 11 cases. *See e.g.*, *In re Exide Tech.*, Case No. 13-11482 (KJC) (Bankr. D.

Del. Feb. 4, 2015) (approving backstop fees, expense reimbursement, and indemnification provisions); *In re Ablest Inc.*, Case No. 14-10717 (Bankr. D. Del. Apr. 21, 2014) (approving expense reimbursement and indemnification provisions); *In re Lee Enterprises, Inc.*, Case No. 11-13918 (KG) (Bankr. D. Del. Jan. 11, 2012) (approving fees, termination fees, and expenses); *In re William Lyon Homes, et al.*, Case No. 11-14019 (CSS) (Bankr. D. Del. Dec. 29, 2011) (approving a backstop commitment fee, a breakup fee, expense reimbursement, and indemnification obligations); *In re Visteon Corp.*, Case No. 09-11786 (Bankr. D. Del. June 17, 2010) [Docket No. 3427] (approving commitment fee, expense reimbursement, and similar indemnification language); *In re Cooper-Standard Holdings Inc.*, No. 09-12743 (Bankr. D. Del. Mar. 26, 2010) (approving a commitment fee, expense reimbursement, and indemnification); *In re Spansion Inc.*, No. 09-10690 (Bankr. D. Del. Jan. 7, 2010) (approving a success fee and indemnification). Also, as applied in the cases cited here, courts regularly grant debtors authority, pursuant to section 363(b) of the Bankruptcy Code, to enter into agreements similar to the Backstop Commitment Agreement.[8]

27. Accordingly, the Debtors submit that it is appropriate and in their estates' best interests for the Court to authorize them to enter into the Backstop Commitment Agreement and perform their obligations thereunder.

[8] Moreover, under section 105(a) of the Bankruptcy Code, "[t]he court may issue any order . . . that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). In essence, the Court may enter an order that safeguards the value of the debtor's estate if doing so is consistent with the Bankruptcy Code. *See e.g.*, *Chinichian v. Campolongo* (*In re Chinichian*) 784 F.2d 1440, 1443 (9th Cir. 1986) ("Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code."); *In re Cooper Props. Liquidating Trust, Inc.*, 61 B.R. 531, 537 (Bankr. W.D. Tenn. 1986) (acknowledging that "the [b]ankruptcy [c]ourt is one of equity and as such it has a duty to protect whatever equities a debtor may have in property for the benefit of its creditors as long as that protection is implemented in a manner consistent with the bankruptcy laws."). To the extent that approval of the Backstop Commitment Agreement is necessary to effectuate consummation of the Plan—which represents the Debtors' best means of maximizing the value of their estates—the Debtors believe that the Court's application of section 105(a) of the Bankruptcy Code here is appropriate.

Notice

28. 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) the United States Attorney's Office for the District of Delaware; (k) the Internal Revenue Service; (l) the United States Securities and Exchange Commission; (m) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; and (n) the state attorneys general for states in which the Debtors conduct business. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

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

WHEREFORE the Debtors respectfully request that the Court grant the Debtors the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: September 17, 2015
Wilmington, Delaware

/s/ Domenic E. Pacitti

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EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (___)
Debtors.	)	(Joint Administration Requested)
	)	**Re: Docket No. _____**

ORDER AUTHORIZING THE DEBTORS' ENTRY INTO THE BACKSTOP COMMITMENT AGREEMENT

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), authorizing the Debtors' entry into the Backstop Commitment Agreement, as more fully set forth in the Motion; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED:

1. The Motion is granted in its entirety.

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

[2] Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Motion.

2. The Backstop Commitment Agreement, substantially in the form attached hereto as **Exhibit 1**, is approved in its entirety, and the Debtors are authorized to execute, deliver, and implement the Backstop Commitment Agreement and all exhibits and attachments thereto, and to take any and all actions necessary and proper to implement the terms of the Backstop Commitment Agreement.

3. The Equity Grant, the Transaction Fee, the Backstop Holdback Equity, the Break Up Fee, and the Debtors' obligations to reimburse fees and expenses as provided in the Backstop Commitment Agreement are hereby approved as reasonable, and, except as expressly provided in the Backstop Commitment Agreement, shall not be subject to any avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowances, impairment, or any other challenges under applicable law or regulation by any person or entity.

4. The Debtors are authorized to offer, sell, distribute, pay, and/or reimburse, as applicable, the Equity Grant, the Backstop Holdback Equity, the Transaction Fee, the Break Up Fee, and the Backstop Party Expenses in accordance with the terms of the Backstop Commitment Agreement; provided, upon entry of this Order, the Debtors shall promptly reimburse the Backstop Parties for any Backstop Party Expenses incurred from time to time, but in any event not later than five (5) Business Days after receipt by the Debtors of any applicable receipt or invoice.

5. The Debtors are authorized to provide and perform the indemnities set forth in the Backstop Commitment Agreement in accordance with the terms and conditions thereof.

6. The Debtors are authorized, but not directed, to enter into amendments to the Backstop Commitment Agreement from time to time as necessary, subject to the terms and

conditions set forth in the Backstop Commitment Agreement and without further order of the Court.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion and such actions shall not constitute a solicitation of acceptances or rejections of a plan pursuant to section 1125 of the Bankruptcy Code.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon entry of the Order.

9. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2015
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Backstop Commitment Agreement

BACKSTOP COMMITMENT AGREEMENT

BACKSTOP COMMITMENT AGREEMENT (this "Agreement"), dated as of [___], 2015, is by and among Samson Resources Corporation, a Delaware corporation ("Samson" and, together with the Subsidiaries, the "Company"), and the parties identified on Schedule I hereto (each, a "Backstop Party" and, collectively, the "Backstop Parties"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Restructuring Support Agreement (as defined below).

RECITALS

WHEREAS, on September 16, 2015 (the "Petition Date"), Samson and its Subsidiaries (collectively, the "Debtors") filed voluntary petitions (the "Chapter 11 Proceedings") for relief under chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, in anticipation of the Chapter 11 Proceedings, the Debtors, the Backstop Parties, the Consenting Lenders and the Sponsors (each as defined in the Restructuring Support Agreement) entered into the Restructuring Support Agreement dated August 14, 2015 (together with all schedules, exhibits and amendments thereto, the "Restructuring Support Agreement"), and subsequently negotiated the terms of a chapter 11 plan of reorganization (the "Plan"), which Plan was filed on the Petition Date;

WHEREAS, pursuant to the Plan, the Company intends to commence a rights offering (the "Rights Offering"), pursuant to which Rights Offering Participants (as defined below) shall be granted non-transferable rights ("Rights") (i) to purchase units of New Common Stock (as defined below) issued by the Reorganized Parent at the Purchase Price (as defined below) for aggregate proceeds to the Company of not less than $325,000,000 and (ii) to fund new second lien term loan indebtedness (the "New Debt") in a principal amount not to exceed $125,000,000, for aggregate proceeds to the Company of $450,000,000 (unless the Accordion is exercised, in which case such aggregate proceeds shall be $485,000,000) (such aggregate proceeds of either $450,000,000 or $485,000,000, as applicable, the "New Money Investment"); and

WHEREAS, to facilitate consummation of the Plan and the Company's receipt of the full amount of the New Money Investment, subject to the terms herein, the Company is willing to sell, and the Backstop Parties are willing to purchase (on a several but not joint basis and in accordance with the allocations among the Backstop Parties described herein), New Debt in an aggregate principal amount equal to the Debt Backstop Amount (as defined below), and New Common Stock for an aggregate purchase price equal to the Equity Backstop Amount (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. **DEFINITIONS**. As used in this Agreement, the following terms shall have the following meanings:

"Acceptable Plan" has the meaning assigned to it in the Restructuring Support Agreement.

"Accordion" means the potential increase of the initial $450 million amount of the Rights Offering by an amount of $35 million, pursuant to the terms of the "New Money Investment Expansion," as defined in the Restructuring Support Agreement.

"Addendum" has the meaning assigned to it in Section 10.10.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"Agent Expenses" has the meaning assigned to it in Section 5.7.

"Agreement" has the meaning assigned to it in the preamble hereto.

"Alternative Proposal" has the meaning assigned to it in the Restructuring Support Agreement.

"Approval Motion" has the meaning assigned to it in Section 5.1.

"Approval Order" has the meaning assigned to it in Section 5.1.

"Assumption Agreement" has the meaning assigned to it in Section 10.10.

"Backstop Commitment" means (i) the commitment of each Equity Backstop Party to acquire the Backstop Shares pursuant to Section 2.2(a)(ii); (ii) the commitment of each Equity Backstop Party to acquire the Backstop Holdback Equity pursuant to Section 2.3; (iii) the commitment of each Debt Backstop Party to fund the Backstop Debt pursuant to the terms of Section 2.2(a)(i), (iv) the commitment of each Backstop Party to fund the Accordion in the event the Accordion is triggered pursuant to the terms of the Restructuring Support Agreement and (v) the commitment of each Backstop Party to subscribe to the New Common Stock issued pursuant to the Equity Grant in accordance with Section 2.4 (it being understood that the New Common Stock issued pursuant to the Equity Grant shall be issued to the Backstop Parties in consideration of the Backstop Parties' commitments herein, and no other consideration); *provided*, for the avoidance of doubt, the Backstop Commitment of each Backstop Party shall be increased by the amount of Unfunded Backstop Debt and/or Unfunded Backstop Shares that such Backstop Party has elected to purchase pursuant to Section 8(c).

"Backstop Debt" has the meaning assigned to it in Section 2.2(a)(i).

"Backstop Debt Funding Amount," with respect to any Debt Backstop Party, has the meaning assigned to it in Section 2.2(a)(i).

"Backstop Holdback Equity" has the meaning assigned to it in Section 2.3.

"Backstop Party Default" has the meaning assigned to it in Section 8(b).

"Backstop Party Expenses" means the reasonable and documented costs, fees and expenses of the Backstop Parties (including reasonable fees and disbursements of Weil Gotshal & Manges LLP, counsel to Silver Point Capital) incurred through the 30th calendar day following the Closing in connection with the transactions contemplated by this Agreement, the Restructuring Support Agreement, the Acceptable Plan, the Approval Order, the Closing and the enforcement of any of the Backstop Parties' rights and remedies hereunder (to the extent such enforcement arises from a finding by a non-appealable order of a court of competent jurisdiction that the Company has breached this Agreement).

"Backstop Party Material Adverse Effect" means any event, circumstance, development, change or effect that, individually or in the aggregate with all other events, circumstances, developments, changes or effects, has or would reasonably be expected to prevent, materially delay or materially impair the ability of the applicable Backstop Party to consummate the transactions contemplated hereby.

"Backstop Party Termination" has the meaning assigned in Section 8(a).

"Backstop Percentage" means the percentage initially set forth opposite the name of such Backstop Party under the heading "Backstop Percentage" on Schedule I hereto (as such Schedule I may be updated pursuant to Sections 8(c) or 10.10 hereof), which percentage shall be based on the aggregate funding (including any New Common Stock and New Debt) committed by such Backstop Party pursuant to Section 2.2.

"Backstop Replacement Party" has the meaning assigned to it in Section 8(c).

"Backstop Replacement Period" has the meaning assigned to it in Section 8(c).

"Backstop Shares" has the meaning assigned to it in Section 2.2(a)(ii).

"Backstop Transaction Fee" means the $10,000,000 payable in cash pro rata to the Backstop Parties upon Closing.

"Bankruptcy Code" means title 11 of the United States Code, as amended from time to time.

"Bankruptcy Court" has the meaning assigned to it in the Recitals hereto.

"Break-Up Fee" means $10,000,000.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the City of New York.

"Cash Collateral Order" means any interim or final Order of the Bankruptcy Court authorizing the Company to use the First Lien Lenders' and Second Lien Lenders' collateral

(including cash collateral) and granting adequate protection to the First Lien Lenders and Second Lien Lenders.

"Chapter 11 Proceedings" has the meaning assigned to it in the Recitals.

"Closing" has the meaning assigned to it in Section 2.2(c).

"Commitment Outside Date" means December 15, 2015; *provided*, *however*, that with the Required Backstop Parties' consent, the Company may extend the Backstop Commitment Outside Date to January 15, 2016.

"Company" has the meaning assigned to it in the preamble hereto.

"Confirmation Hearing" shall mean the hearing held by the Bankruptcy Court to consider the confirmation of an Acceptable Plan pursuant to section 1129 of the Bankruptcy Code.

"Confirmation Order" means the Final Order of the Bankruptcy Court confirming an Acceptable Plan pursuant to Section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably acceptable to the Company, the Sponsors (solely with respect to the Sponsors Consent Right) and the Required Lenders.

"Contracts" means any contract, arrangement, note, bond, commitment, purchase order, sales order, franchise, guarantee, indemnity, indenture, instrument, lease, license or other agreement, understanding, instrument or obligation, whether written or oral, all amendments, supplements and modifications of or for any of the foregoing and all rights and interests arising thereunder or in connection therewith.

"Control" (including the terms "control" "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs, policies or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by Contract, credit arrangement or otherwise.

"Debt Backstop Amount" means the amount equal to the lesser of: (a) $36,750,000; (b) the Rights Offering Shortfall; and (c) $125,000,000 minus the principal amount of New Debt that Rights Offering Participants commit to (and actually fund on the Effective Date) in the Rights Offering.

"Debt Backstop Party" means a Backstop Party with a Debt Percentage greater than zero.

"Debt Percentage" means, with respect to a Backstop Party, the percentage initially set forth opposite the name of such Backstop Party under the heading "Debt Percentage" on Schedule I hereto (as such Schedule I may be updated pursuant to Sections 8(c) or 10.10 hereof).

"Debtor" has the meaning assigned to it in the Recitals hereto.

"Defaulting Backstop Party" has the meaning assigned to it in Section 8(b).

"Definitive Documentation" means this Agreement, the Restructuring Support Agreement, the Acceptable Plan, Disclosure Statement, Confirmation Order, and any court filings in the Chapter 11 Proceedings that could be reasonably expected to affect the interests of the Backstop Parties, and any other documents or exhibits related to or contemplated in the foregoing.

"Effective Date" means the effective date of the Acceptable Plan.

"Encumbrance" means any security interest, pledge, mortgage, lien, claim, option, charge or encumbrance.

"Equity Backstop Amount" is the amount equal to the Rights Offering Shortfall minus the Debt Backstop Amount.

"Equity Backstop Party" means a Backstop Party with an Equity Percentage greater than zero.

"Equity Grant" has the meaning assigned to it in Section 2.4.

"Equity Percentage" means, with respect to a Backstop Party, the percentage initially set forth opposite the name of such Backstop Party under the heading "Equity Percentage" on Schedule I hereto (as such Schedule I may be updated pursuant to Sections 8(c) or 10.10 hereof).

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder, or any successor statute.

"First Lien Agent" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the First Lien Credit Agreement.

"First Lien Credit Agreement" means that certain Credit Agreement, dated as of December 21, 2011, by and between Samson Investment Company, as borrower, JPMorgan Chase Bank, N.A., in its capacity as administrative and collateral agent, and the lenders party thereto, as amended, restated and supplemented, or otherwise modified through the date hereof.

"First Lien Lenders" means those certain lenders party to the First Lien Credit Agreement.

"Governmental Authority" means any federal, national, supranational, foreign, state, provincial, local, county, municipal or other government, any governmental, regulatory or administrative authority, agency, department, bureau, board, commission or official or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority, or any court, tribunal, judicial or arbitral body, or any Self-Regulatory Organization.

"Hydrocarbons" means oil, gas, casinghead gas, natural gas liquids, condensate, sulfur and other liquid or gaseous hydrocarbons, or any of them or any combination thereof, and all products and substances extracted, separated, processed and produced therefrom, including

coalbed gas and carbon dioxide, and all other minerals of every kind and character that may be covered by or included in or attributable to any of the properties of the Company.

"Indemnified Party" means the Backstop Parties, the Second Lien Agent and each of their Affiliates and each of their and their Affiliates' respective directors, managers, officers, principals, partners, members, equity holders (regardless of whether such interests are held directly or indirectly), trustees, controlling persons, predecessors, successors and assigns, subsidiaries, employees, agents, advisors, attorneys and representatives.

"Law" means any federal, national, supranational, foreign, state, provincial, local, county, municipal or similar statute, law, common law, writ, injunction, decree, guideline, policy, ordinance, regulation, rule, code, Order, constitution, treaty, requirement, judgment or judicial or administrative doctrines enacted, promulgated, issued, enforced or entered by any Governmental Authority.

"Material Adverse Effect" means any effect, change, event, occurrence, development, or state of facts that, individually or in the aggregate with all other such effects, changes, events, occurrences, developments, or states of fact, (A) has had, or would reasonably be expected to have, a material adverse effect on the business, assets, liabilities, condition (financial or otherwise) or results of operations of the Company, taken as a whole or (B) would, or would reasonably be expected to, prevent or materially impair the ability of the Company to consummate the transactions contemplated by this Agreement, *but expressly excluding* in each case any such effect, change, event, occurrence, development, or state of facts to the extent arising out of or resulting from:

(a) general economic conditions (or changes in such conditions) in the United States or conditions in the global economy generally that do not affect the Company, taken as a whole, disproportionately when considered in the context of the oil and gas exploration and production industry generally (in which case only such disproportionate impact shall be considered);

(b) conditions (or changes in such conditions) generally affecting the oil and gas exploration and production industry that do not affect the Company, taken as a whole, disproportionately (in which case only such disproportionate impact shall be considered);

(c) conditions (or changes in such conditions) in the financial markets, credit markets or capital markets in the United States or any other country or region, including (i) changes in interest rates in the United States or any other country and changes in exchange rates for the currencies of any countries or (ii) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in the United States or any other country or region in each case, that do not affect the Company as a whole disproportionately when considered in the context of the oil and gas exploration and production industry generally (in which case only such disproportionate impact shall be considered);

(d) changes in national, regional, state, local or foreign wholesale or retail markets or prices for Hydrocarbons or the gathering, transportation, treatment or processing thereof;

(e) any actions taken or omitted to be taken at the written request of the Required Backstop Parties;

(f) any changes in any Laws or any accounting regulations or principles that do not affect the Company, taken as a whole, disproportionately when considered in the context of the oil and gas exploration and production industry generally (in which case only such disproportionate impact shall be considered);

(g) natural declines in well performance or reclassification or recalculation of reserves in the ordinary course of business; or

(h) the commencement or continuation of the Chapter 11 Proceedings or any matter or proceeding therein.

"Milestones" has the meaning set forth in the Restructuring Support Agreement.

"New Common Stock" means the membership units or common stock of Reorganized Parent issued pursuant to the Acceptable Plan, designated as units in this Agreement.

"New Debt" has the meaning assigned to it in the Recitals hereto.

"New Money Investment" has the meaning assigned to it in the Recitals.

"Non-Defaulting Backstop Parties" means any Backstop Party that is not a Defaulting Backstop Party.

"Non-Terminating Backstop Parties" means any Backstop Party that is not a Terminating Backstop Party.

"Offering Procedures" means the procedures governing the Rights Offering, attached hereto as Exhibit C, as such procedures may be amended, modified or supplemented by the Company with the consent of the Required Backstop Parties.

"Order" means any order, writ, judgment, injunction, decree, rule, ruling, directive, stipulation, determination or award made, issued or entered by or with any Governmental Authority, whether preliminary, interlocutory or final.

"Payment Date" has the meaning assigned to it in Section 2.5(a).

"Person" means any individual, partnership, firm, corporation, limited liability company, association, joint venture, trust, Governmental Authority, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act.

"Plan" has the meaning assigned to it in the Recitals hereto.

"Plan Solicitation Order" means an Order entered by the Bankruptcy Court, in form and substance materially consistent with this Agreement and the Restructuring Support Agreement and otherwise reasonably satisfactory to the Required Backstop Parties and the Company, which shall, among other things, approve the disclosure statement relating to the Acceptable Plan, including the Rights Offering Documents, and set procedures for the solicitation of votes to accept or reject the Acceptable Plan.

["Purchase Price" means a price per [share][unit] of New Common Stock, which shall be set at a 20 percent discount to the $1,275,000,000 total enterprise value, minus the Debtors' estimate of funded indebtedness on the Effective Date, plus the Debtors' estimate of Effective Date unrestricted cash, minus Accrued Professional Compensation as defined in the Acceptable Plan, and plus the net settlement value (as estimated by the Debtors, which estimate may be a positive or negative number) of the Debtors' outstanding hedging arrangements, assuming for such purposes that such arrangements are terminated at Closing.]

"Remaining Backstop Parties" has the meaning assigned to it in Section 8(c).

"Reorganized Parent" means Samson, or any successors thereto, by merger, consolidation, or otherwise, on or after the Effective Date, including any new entity formed pursuant to the restructuring transactions contemplated by an Acceptable Plan to directly or indirectly acquire the assets or equity of the Debtors.

"Required Backstop Parties" means, as of any date of determination, the Backstop Parties holding a majority of the aggregate Backstop Percentage.

"Restructuring Support Agreement" has the meaning assigned to it in the Recitals hereto.

"Rights" has the meaning assigned to it in the Recitals hereto.

"Rights Offering" has the meaning assigned to it in the Recitals hereto.

"Rights Offering Documents" means, collectively, all related agreements, documents, or instruments in connection with the Rights Offering and this Agreement, which shall be (i) approved by the Bankruptcy Court pursuant to the Plan Solicitation Order, (ii) in form and substance materially consistent with this Agreement and the Restructuring Support Agreement and (iii) otherwise reasonably satisfactory to the Required Backstop Parties and the Company.

"Rights Offering Participants" means those holders of Second Lien Loan Claims or Backstop Parties that are entitled, pursuant to the Rights Offering Documents, to purchase New Common Stock or New Debt offered in the Rights Offering.

"Rights Offering Shortfall" means (a) the New Money Investment minus (b) the sum of (i) the aggregate Purchase Price paid with respect to all New Common Stock to which Rights Offering Participants subscribe in the Rights Offering (including, for the avoidance of doubt, the Backstop Holdback Equity) plus (ii) the principal amount of New Debt that Rights Offering Participants fund in the Rights Offering.

"Second Lien Agent" has the meaning assigned to it in the Restructuring Support Agreement.

"Second Lien Lender" has the meaning assigned to it in the Restructuring Support Agreement.

"Second Lien Loans" has the meaning assigned to it in the Restructuring Support Agreement.

"Second Lien Loan Claims" has the meaning assigned to it in the Restructuring Support Agreement.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder, or any successor statute.

"Self-Regulatory Organization" means any securities exchange, futures exchange, contract market, any other exchange or corporation or similar self-regulatory body or organization applicable to a party to this Agreement.

"Subscription Expiration Date" means the date by which the commitment to subscribe to the New Debt and New Common Stock to be issued pursuant to the Rights Offering must be made by the Rights Offering Participants pursuant to the Acceptable Plan and the Offering Procedures.

"Subsidiaries" means Geodyne Resources, Inc.; Samson Contour Energy Co.; Samson Contour Energy E&P, LLC; Samson Holdings, Inc.; Samson-International, Ltd.; Samson Lone Star, LLC; Samson Investment Company; and Samson Resources Company.

"Terminating Backstop Parties" has the meaning assigned in Section 8(a).

"Unfunded Backstop Debt" has the meaning assigned in Section 8(c).

"Unfunded Backstop Shares" has the meaning assigned in Section 8(c).

Section 2. **RIGHTS OFFERING; BACKSTOP**.

2.1 Rights Offering. The Company shall conduct the Rights Offering pursuant to an Acceptable Plan, which shall be subject to the Offering Procedures and such other terms and conditions set forth in the Rights Offering Documents and consistent with this Agreement and the Restructuring Support Agreement.

(a) New Common Stock will be offered in the Rights Offering at the Purchase Price.

(b) The Company agrees to give, or instruct the subscription agent for the Rights Offering to give, the Backstop Parties, within three (3) Business Days after the Subscription Expiration Date, a notice setting forth: (a) the total number of units of New Common Stock to be purchased by Rights Offering Participants in the Rights Offering and

the aggregate Purchase Price therefor; (b) the aggregate amount of New Debt to be funded by Rights Offering Participants in the Rights Offering and (c) in the event the Rights Offering Shortfall is greater than zero, the Company's calculation of (i) each Backstop Party's share of the Backstop Debt, and (ii) if applicable, each Backstop Party's share of the Backstop Shares, each of which calculations shall be made in consultation with the advisors to the Second Lien Agent; *provided* that the Backstop Parties may seek an upward or downward adjustment if the Backstop Parties can reasonably show that such calculations are inaccurate. The Company shall promptly provide any written backup and documentation prepared by the Company in connection with such calculations as any Backstop Party may reasonably request.

2.2 Backstop.

(a) Subject to and in accordance with the terms and conditions set forth herein, in the event the Rights Offering Shortfall is greater than zero, the Backstop Parties shall provide, severally but not jointly, and on a pro rata basis in accordance with their respective Equity Percentage and/or Debt Percentage, to the Company an amount equal to the Rights Offering Shortfall as follows:

(i) Debt Backstop. Each Debt Backstop Party irrevocably commits, severally and not jointly, to (x) purchase, at the Closing, New Debt (the "Backstop Debt") in the principal amount equal to such Debt Backstop Party's Debt Percentage of the Debt Backstop Amount (the "Backstop Debt Funding Amount") and (y) pay to the Company, upon the Effective Date, such Debt Backstop Party's Backstop Debt Funding Amount.

(ii) Equity Backstop. In addition to the Equity Backstop Parties' commitment under Section 2.3, if the Equity Backstop Amount is greater than zero, each Equity Backstop Party irrevocably commits, severally and not jointly, (x) to purchase, at the Closing, New Common Stock, issued at the Purchase Price, in an amount equal to such Equity Backstop Party's Equity Percentage of the Equity Backstop Amount (the "Backstop Shares"), (y) to pay to the Company, upon the Effective Date such Equity Backstop Party's Equity Percentage of the Equity Backstop Amount, and (z) to receive its Backstop Shares.

(b) Subject to and in accordance with the terms and conditions set forth herein, the Company agrees to issue or sell, as applicable, to the Backstop Parties the Backstop Debt and Backstop Shares described in Section 2.2(a). For the avoidance of doubt, in the event of any Rights Offering Shortfall that is greater than zero, such shortfall shall first be funded by the Debt Backstop Parties through the payment of the Backstop Debt Funding Amount.

(c) The closing of the transactions contemplated hereby (the "Closing") will occur on the Effective Date contemporaneously with substantial consummation of the Acceptable Plan. On the Effective Date, payment of the Equity Backstop Amount and funding of the Debt Backstop Amount shall be effected by the applicable Backstop Parties through the delivery to the Company, in immediately available funds, of their respective Equity Backstop Amount and Backstop Debt Funding Amount, as applicable, in exchange for delivery by the Company of the Backstop Shares to which each

Equity Backstop Party is entitled and delivery to each Debt Backstop Party of such certificates, documents or instruments required to be delivered by the Company in connection with the consummation of the funding of the New Debt by such Debt Backstop Party.

2.3 Backstop Holdback Equity. In addition to the Equity Backstop Parties' commitment under Section 2.2(a), in connection with the Rights Offering, (a) the Company shall cause New Common Stock, issued at the Purchase Price, in an aggregate amount equal to 22.5% of the New Money Investment (the "Backstop Holdback Equity") to be offered solely to the Equity Backstop Parties; and (b) each Equity Backstop Party shall purchase its Equity Percentage of the Backstop Holdback Equity at the Purchase Price, all in accordance with the terms of the Rights Offering as set forth in the Acceptable Plan and the Offering Procedures; *provided*, for the avoidance of doubt, the Equity Backstop Parties, in their capacity as holders of Second Lien Loan Claims, shall also have the Rights to purchase their pro rata share of New Common Stock and fund their pro rata share of New Debt offered under the Rights Offering pursuant to the Acceptable Plan without reduction on account of the Backstop Holdback Equity. The Company's obligation to sell the Backstop Holdback Equity to the Backstop Parties shall be non-avoidable upon entry of the Approval Order, shall be made on the Effective Date without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim.

2.4 Equity Grant. In consideration of the Backstop Commitments, on the Effective Date, the Company shall issue and grant to the Backstop Parties New Common Stock, issued at the Purchase Price, in an aggregate amount equal to $45,000,000 (the "Equity Grant"), of which (i) $43,713,750 shall be allocated pro rata to each Equity Backstop Party in accordance with its respective Equity Percentage; and (ii) $1,286,250 shall be allocated pro rata to each Debt Backstop Party in accordance with its respective Debt Percentage.[1]

2.5 Backstop Transaction Fee.

(a) The Backstop Transaction Fee, with respect to each Backstop Party, shall be fully vested, nonrefundable and non-avoidable upon entry of the Approval Order and shall be payable upon, and be subject to the consummation of, the Effective Date (such date, the "Payment Date") in accordance with this Section 2.5. For the avoidance of doubt, to the extent payable in accordance with the terms of this Agreement, the Backstop Transaction Fee will be payable regardless of the amount of Backstop Shares, if any, that are actually purchased or the amount of Backstop Debt, if any, that is actually funded.

(b) On the Payment Date, the Company shall pay to each Backstop Party, by wire transfer in immediately available funds to an account specified by such Backstop Party to the Company not less than three (3) Business Days before the Payment Date, such Backstop Party's pro rata portion of the Backstop Transaction Fee based on such Backstop Party's Backstop Percentage.

[1] The $45,000,000 Equity Grant assumes that the Accordion is not exercised. In the event the Accordion is exercised, the Equity Grant shall be increased by an additional $3,500,000 of New Common Stock (issued at the Purchase Price).

(c) The provisions for the payment of the Backstop Transaction Fee and the Equity Fees, the offering of the Backstop Holdback Equity, and the reimbursement of the Backstop Party Expenses and the other provisions provided herein, are an integral part of the transactions contemplated by this Agreement and without these provisions the Backstop Parties would not have entered into this Agreement, and the Backstop Transaction Fee, Equity Grants, Backstop Holdback Equity and Backstop Party Expenses shall, pursuant to the Approval Order, constitute allowed administrative expenses of the Debtors' estate under Sections 503(b) and 507 of the Bankruptcy Code.

2.6 Rounding of Shares. The number of New Common Stock allocated to each Backstop Party under Sections 2.2, 2.3 and 2.4 in respect of the Backstop Shares, Backstop Holdback Equity and Equity Grant shall be rounded among the applicable Backstop Parties solely to avoid fractional units as the Company shall determine in consultation with the Backstop Parties.

2.7 All of the New Common Stock of the Backstop Parties will be delivered with any and all issue, stamp, transfer or similar taxes or duties payable in connection with such delivery duly paid by the Company.

2.8 Accordion. Except as otherwise agreed by the Backstop Parties with the consent of the Company, which consent shall not be unreasonably withheld, in the event the Accordion is triggered pursuant to the terms of the Restructuring Support Agreement, then any Rights Offering Shortfall on account of the Accordion shall be funded by the Backstop Parties on the same terms and in the same ratio among Backstop Parties as if the Accordion had not been required.

Section 3. **REPRESENTATIONS AND WARRANTIES OF SAMSON**. The Company hereby represents and warrants to each of the Backstop Parties as of the date hereof and as of the Effective Date (except for representations and warranties that are made as of a specific date, which are made only as of such date), on behalf of itself and not any other party, as follows:

3.1 Organization and Qualification; Subsidiaries. Each of Samson and its Subsidiaries has been duly organized and is validly existing and, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, is in good standing under the laws of their respective jurisdictions of organization, with the requisite power and authority to own its properties and conduct its business as currently conducted.

3.2 Authorization; Enforcement; Validity. Subject only to Bankruptcy Court approval, Samson has all necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder (including, (a) the issuance of the Backstop Shares and borrowing of the New Debt; and (b) the offer, sale, distribution, payment, and/or reimbursement, as applicable, of the Backstop Transaction Fee, Equity Grant, Breakup Fee and Backstop Party Expenses) in accordance with the terms hereof. The execution and delivery by Samson of this Agreement, the performance by Samson of its obligations hereunder, have been duly authorized by all requisite action on the part of Samson, and no other action on the part of Samson is necessary to authorize the execution and delivery by Samson of this Agreement or the

consummation of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Samson, and assuming due authorization, execution and delivery by the other parties hereto and subject to Bankruptcy Court approval, this Agreement constitutes the legal, valid and binding obligation of Samson, enforceable against Samson in accordance with its terms.

3.3 No Conflicts. Assuming that all consents, approvals, authorizations and other actions described in Section 3.4 have been obtained, and except as may result from any facts or circumstances relating solely to the Backstop Parties, the execution, delivery and performance by Samson of this Agreement and the consummation of the transactions contemplated hereby do not and will not: (a) violate, conflict with or result in the breach of the certificate of incorporation, articles of incorporation, bylaws, certificate of formation, operating agreement, limited liability company agreement or similar formation or organizational documents of Samson or any of its Subsidiaries; (b) conflict with or violate any Law or Order applicable to Samson or any of its respective assets or properties; (c) violate, conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, Contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which Samson or any of its Subsidiaries is a party or to which any of their respective assets or properties are subject, or result in the creation of any Encumbrance on any of their respective assets or properties, except, in the case of clauses (b) and (c), for any such conflict, violation, breach or default that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.4 Consents and Approvals. The execution, delivery and performance by Samson of this Agreement do not require any consent, approval, authorization or other Order of, action by, filing with or notification to, any Governmental Authority or any other Person under any of the terms, conditions or provisions of any Law or Order applicable to Samson or any of its Subsidiaries or by which any of their respective assets or properties may be bound, any Contract to which Samson or any of its Subsidiaries is a party or by which Samson or any of its Subsidiaries may be bound, except the entry of the Approval Order and the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the fourteen (14) day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable.

Section 4. **REPRESENTATIONS AND WARRANTIES OF THE BACKSTOP PARTIES**. Each Backstop Party represents and warrants, severally and not jointly, to Samson as of the date hereof and as of the Effective Date (except for representations and warranties that are made as of a specific date, which are made only as of such date), as follows:

4.1 Authorization; Enforcement; Validity. Such Backstop Party has all necessary corporate, limited liability company or equivalent power and authority to enter into this Agreement and to carry out, or cause to be carried out, its obligations hereunder in accordance with the terms hereof. The execution and delivery by such Backstop Party of this Agreement and the performance by such Backstop Party of its obligations hereunder have been duly authorized by all requisite action on the part of such Backstop Party, and no other action on the part of such Backstop Party is necessary to authorize the execution and delivery by such

Backstop Party of this Agreement or the consummation of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by such Backstop Party, and assuming due authorization, execution and delivery by the other parties hereto, this Agreement constitutes the legal, valid and binding obligation of such Backstop Party, enforceable against such Backstop Party in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

4.2 No Conflicts. The execution, delivery, and performance by such Backstop Party of this Agreement do not and will not (a) violate any provision of the organizational documents of such Backstop Party; (b) conflict with or violate any Law or Order applicable to such Backstop Party or any of its respective assets or properties; (c) violate, conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, Contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which such Backstop Party is a party or to which any of its assets or properties are subject, or result in the creation of any Encumbrance on any of its assets or properties, except, in the case of clauses (b) and (c), for any such conflict, violation, breach or default that would not reasonably be expected to have, individually or in the aggregate, a Backstop Party Material Adverse Effect on such Backstop Party.

4.3 Consents and Approvals. No consent, approval, order, authorization, registration or qualification of or with any court or Governmental Authority or body having jurisdiction over such Backstop Party is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for any consent, approval, order or authorization required under the Bankruptcy Code.

4.4 Investor Representation. (i) It is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) an institutional accredited investor as defined in Rule 501(a)(1), (2), (3), or (7) under the Securities Act, (C) a non-U.S. person under Regulation S under the Securities Act, or (D) the foreign equivalent of (A) or (B) above, and (ii) any securities of the Company acquired by the applicable Backstop Party under this Agreement will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

Section 5. **ADDITIONAL COVENANTS**.

5.1 Approval Motion and Approval Order. The Company agrees to seek an order of the Bankruptcy Court in form and substance materially consistent with this Agreement and otherwise reasonably satisfactory to the Company and the Required Backstop Parties (the "Approval Order") approving this Agreement pursuant to a motion and supporting papers (the "Approval Motion") filed on the Petition Date, it being acknowledged and agreed that the Approval Order shall authorize payment by the Company of the Backstop Party Expenses, the Backstop Holdback Equity, the Equity Grant, the Backstop Transaction Fee and the Breakup Fee, each in accordance with the terms of this Agreement.

5.2 Commercially Reasonable Efforts. Each of the Company and the Backstop Parties hereby agrees to use its commercially reasonable efforts to timely satisfy (if applicable) each of the conditions under Sections 6 and 7 of this Agreement.

5.3 Further Assurances. Each party hereto, without expanding such party's obligations under the Restructuring Support Agreement, shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party hereto may reasonably request to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

5.4 Cooperation. During the Company's Chapter 11 Proceedings, the Company shall provide to counsel for the Backstop Parties draft copies of all motions, proposed orders, applications and other documents, in each case relating to the Acceptable Plan, the Restructuring Support Agreement or this Agreement, that the Company intends to file with the Bankruptcy Court, if reasonably practicable, at least three (3) Business Days prior to the date when the Company intends to file any such pleading or other document (and, if not reasonably practicable, as soon as reasonably practicable prior to filing) and the Company shall consult in good faith with such counsel regarding the form and substance thereof prior to filing such pleading or other document with the Bankruptcy Court; provided that failure to consult with the Backstop Parties prior to such filing under exigent circumstances or as required by an order of the Bankruptcy Court shall not constitute a breach of this provision. Nothing in this Section 5.4 shall restrict, limit, prohibit or preclude any party hereto from appearing in the Bankruptcy Court with respect to any motion, application or other document filed by the Company and objecting to, or commenting upon, the relief requested therein, to the extent such objection or comment is not inconsistent with the provisions of this Agreement or the Restructuring Support Agreement, as applicable.

5.5 Use of Proceeds. The Company shall use the net proceeds from the transactions contemplated hereby solely as provided in the Acceptable Plan (including the payment of the Backstop Transaction Fee).

5.6 Backstop Party Expenses. Subject to entry of the Approval Order, the Company shall promptly reimburse the Backstop Parties for any Backstop Party Expenses incurred from time to time, but in any event not later than five (5) Business Days after receipt by the Company of any applicable receipt or invoice. Once paid, the Backstop Party Expenses shall not be refundable under any circumstances, regardless of whether the transactions contemplated hereunder are consummated, and shall not be creditable against any other amount payable in connection with the Chapter 11 Proceedings or otherwise.

5.7 Agent Expenses. Subject to entry of the Approval Order, to the extent not otherwise paid pursuant to the Cash Collateral Order or other Orders of the Bankruptcy Court, the Company agrees to reimburse all reasonable and documented out-of-pocket fees and expenses of the Second Lien Agent (including the reasonable fees and expenses of its counsel and the financial advisor to the Second Lien Agent's counsel) incurred through the 30th calendar day following the Closing in connection with the Chapter 11 Proceedings, this Agreement, the

Restructuring Support Agreement, the Plan, Approval Motion, the Approval Order or the closing of the transactions described herein ("Agent Expenses").

5.8 Notification. The Company agrees to notify, or cause the Company's professionals or subscription agent to notify, as reasonably practicable and upon the request of the Backstop Parties', during the exercise period for the Right Offering and on each Business Day during the five (5) Business Days prior to the expiration thereof (and any extensions thereto), the Backstop Parties of the aggregate number of New Common Stock and the principal amount of New Debt known by the Company to have been subscribed for pursuant to the Rights Offering as of such date.

5.9 Conduct of the Business of Company. From the date hereof until the Closing Date, except (a) as expressly permitted by this Agreement, (b) as required by Law, (c) as required or authorized by an order of the Bankruptcy Court, (d) with the written consent of the Required Backstop Parties (such consent not to be unreasonably withheld, conditioned or delayed) or (e) upon the written request of the Required Backstop Parties, the Company shall conduct its business and operations in the ordinary course of business consistent with past practice and use commercially reasonable efforts to (i) preserve intact its present business organization; (ii) maintain good relationships with its customers, suppliers, lenders and others having material business relationships with it; and (iii) manage its working capital (including the timing of collection of accounts receivable and the payment of accounts payable and the management of its inventory) in the ordinary course of business consistent with past practice.

5.10 Cash Collateral Order. The Cash Collateral Order, including any related budget and any amendments to such budget, shall be in form and substance reasonably acceptable to the Required Backstop Parties, and the Company shall provide to the Backstop Parties all budgets, financial reports and other reports that are provided to the First Lien Agent or the Second Lien Agent, substantially concurrently with the provision of such materials to the First Lien Agent and Second Lien Agent.

5.11 Executory Contracts and Leases. No later than October 16, 2015, the Company shall provide to the Backstop Parties a schedule of all known executory contracts and leases to which one or more Debtor(s) is a party and thereafter, the Company shall make relevant personnel or advisors, at the Company's discretion, reasonably available during business hours to provide reasonable assistance to the Backstop Parties' review of such executory contracts and leases.

Section 6. **CONDITIONS TO THE BACKSTOP PARTIES' OBLIGATIONS**. The obligations of each of the Backstop Parties to consummate the transactions contemplated hereby pursuant to this Agreement on the Effective Date shall be subject to the satisfaction at or prior to the Effective Date of each of the following conditions, any one or more of which may be waived in writing by the Required Backstop Parties:

6.1 Representations and Warranties. (a) All of the representations and warranties made by the Company in this Agreement shall be true and correct in all material respects as of the Effective Date as though made at and as of the Effective Date (except to the extent such representations and warranties expressly speak as of an earlier date, which shall be true and

correct as of such date); and (b) the Company shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed by the Company on or prior to the Effective Date or such earlier date as may be applicable.

6.2 Approval Order. The Approval Order shall have been entered by the Bankruptcy Court.

6.3 Confirmation Order. The Confirmation Order shall have been entered by the Bankruptcy Court, shall not have been stayed pending appeal, and there shall not have been entered by any court of competent jurisdiction any reversal, modification or vacatur, in whole or in part, of the Confirmation Order.

6.4 Conditions to Confirmation. Each of the conditions precedent to the effectiveness of the Acceptable Plan and the occurrence of the Effective Date shall have been satisfied or waived in accordance with the Acceptable Plan.

6.5 Rights Offering. The Offering Procedures, including any exhibits, schedules, amendments, modifications, or supplements thereto, shall be in form and substance reasonably acceptable to the Required Backstop Parties. The Subscription Expiration Date shall have occurred.

6.6 Payment of Amounts/Issuance of Equity Grant. The Company shall have (i) paid each Backstop Party such Backstop Party's pro rata portion of the Backstop Transaction Fee and the accrued and unpaid Backstop Party Expenses in cash, (ii) issued and granted the Equity Grant, in accordance with the terms of this Agreement, and (iii) paid the accrued and unpaid Agent Expenses to the Second Lien Agent.

6.7 Milestones. Each of the Milestones set forth in Exhibit C to the Restructuring Support Agreement shall have occurred no later than the date set forth therein, unless extended in accordance with the terms and conditions of the Restructuring Support Agreement.

6.8 Restructuring Support Agreement. The Company shall be in compliance with the terms of the Restructuring Support Agreement (including covenants of the Company); in each case unless such compliance has otherwise been waived pursuant to the terms of the Restructuring Support Agreement.

Section 7. **CONDITIONS TO SAMSON'S OBLIGATIONS**. The obligations of the Company to issue and sell the Backstop Shares to the applicable Backstop Parties pursuant to this Agreement shall be subject to the satisfaction at or prior to the Effective Date of each of the following conditions, any one or more of which may be waived in writing by the Company:

7.1 Representations and Warranties. (a) All of the representations and warranties made by the applicable Backstop Party in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Effective Date as though made at and as of the Effective Date (except to the extent such representations and warranties expressly speak as of an earlier date, which shall be true and correct as of such date), except to the extent that the breach of any such representation or warranty would not reasonably be expected to have a Backstop Party Material Adverse Effect on such Backstop Party and (b) the applicable Backstop Party

shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed by such Backstop Party on or prior to the Effective Date.

7.2 Approval Order. The Approval Order shall have been entered by the Bankruptcy Court.

7.3 Confirmation Order. The Confirmation Order shall have been entered by the Bankruptcy Court, shall not have been stayed pending appeal, and there shall not have been entered by any court of competent jurisdiction any reversal, modification or vacatur, in whole or in part, of the Confirmation Order.

7.4 Conditions to Confirmation. Each of the conditions precedent to the effectiveness of the Acceptable Plan and the occurrence of the Effective Date shall have been satisfied in accordance with the Acceptable Plan.

7.5 Rights Offering. The Subscription Expiration Date shall have occurred.

Section 8. **TERMINATION**.

(a) Termination by the Backstop Parties. This Agreement may be terminated at any time by any Backstop Party with respect to itself (and not with respect to any other Backstop Party):

(i) upon the occurrence of the Commitment Outside Date;

(ii) upon the failure of any of the conditions set forth in Section 6 hereof to be satisfied, which failure cannot be cured or is not cured within five (5) Business Days of written notice to the Company by such Backstop Party;

(iii) if the Company breaches any representation or warranty or breaches any covenant applicable to it in any material respect under this Agreement and if such breach is curable, it is not cured within five (5) Business Days of written notice to the Company by such Backstop Party;

(iv) the Company does not obtain relief necessary to comply with any Milestone; or

(v) upon the occurrence of any matters set forth in any of clauses (i) through (xi) of Section 9(a) and 9(b) of the Restructuring Support Agreement (each, unless effectively waived pursuant to the terms of Section 9 of the Restructuring Support Agreement) or a termination of the Restructuring Support Agreement;

provided that, in the event any Backstop Party terminates this Agreement (a "Backstop Party Termination" and any such terminating Backstop Party, a "Terminating Backstop Party"), the Company shall follow the procedures set forth in Section 8(c).

(b) Termination by the Company. (i) Upon termination of the Restructuring Support Agreement (other than due to entry into an Alternative Proposal) the Company may terminate this Agreement by written notice to the Backstop Parties, (ii) upon the entry by the Company into an agreement based on an Alternative Proposal, the Company may terminate this Agreement by written notice to the Backstop Parties, provided that the Company shall pay to the Backstop Parties the Break-Up Fee within five (5) Business Days following such termination, (iii) if any Backstop Party breaches any representation or warranty or breaches any covenant applicable to it in any material respect under this Agreement (each, a "Backstop Party Default" and any such defaulting Backstop Party, a "Defaulting Backstop Party"), and such breach cannot be cured or is not cured within five (5) Business Days after receipt of written notice from the Company to such Defaulting Backstop Party (which notice shall be provided as soon as practicable after such Backstop Party Default, but in no event later than three (3) Business Days following the Company becoming aware of such Backstop Party Default), then following the delivery of such notice (or, if applicable, expiration of the five (5) Business Day notice period), the Company shall follow the procedures set forth in Section 8(c).

(c) Replacement of Terminated or Defaulted Backstop Commitments. As soon as practicable following the occurrence of a Backstop Party Termination or Backstop Party Default, the Company shall send a written notice to the Backstop Parties (other than a Terminating Backstop Party or Defaulting Backstop Party) (the "Remaining Backstop Parties") of (i) such Backstop Party Termination or Backstop Party Default, (ii) the amount of Backstop Shares that were to be purchased by the Terminating Backstop Party or Defaulting Backstop Party, as applicable ("Unfunded Backstop Shares") and (iii) the amount of Backstop Debt that was to be funded by the Terminating Backstop Party or Defaulting Backstop Party, as applicable ("Unfunded Backstop Debt"). The Remaining Backstop Parties shall have the right, but not the obligation, within five (5) Business Days from receipt of such notice (the "Backstop Replacement Period") to elect to purchase all or a portion of the Unfunded Backstop Shares or Unfunded Backstop Debt, or find one or more third-parties reasonably satisfactory to the Company (it being understood that the Company shall be entitled to consider such Backstop Replacement Party's creditworthiness in connection with its determination hereunder) and the Remaining Backstop Parties holding a majority of the aggregate Backstop Percentage (other than the Backstop Percentage of any Terminating Backstop Party or Defaulting Backstop Party) (such electing Remaining Backstop Party or third party, a "Backstop Replacement Party") to purchase all or a portion of the Unfunded Backstop Shares or Unfunded Backstop Debt, each on the terms and subject to the conditions set forth in this Agreement. Following any allocation of a Defaulting Backstop Party's or Terminating Backstop Party's Backstop Commitments, Schedule I hereto shall be updated by the Company solely to reflect the name and address of the applicable Backstop Replacement Party (to the extent not already a Backstop Party) and the Backstop Percentage, Debt Percentage and Equity Percentage that shall apply to such Backstop Replacement Party, and the reduction of the Defaulting Backstop Party or Terminating Backstop Party's Backstop Percentage, Debt Percentage or Equity Percentage. Any update to Schedule I hereto described in the immediately preceding sentence shall not be deemed an amendment or modification of this Agreement. In performing this Agreement, the Company may rely solely on the most current Schedule I.

(d) In the event of a Backstop Party Default, if at the conclusion of the Backstop Replacement Period, the Backstop Replacement Parties have not elected to purchase all of the applicable Unfunded Backstop Shares and all of the applicable Unfunded Backstop Debt, then the Company may terminate this Agreement without penalty, liability or the payment of the Break-Up Fee or the Backstop Transaction Fee.

(e) Notwithstanding anything to the contrary in Section 8(b), in addition to any liability to the Company, the parties hereto agree that any Defaulting Backstop Party will be liable to the Non-Defaulting Backstop Parties for the consequences to the Non-Defaulting Backstop Parties of its breach and that the Non-Defaulting Backstop Parties can enforce rights of damages and/or specific performance pursuant to Section 10.18 immediately upon the expiration of the original five (5) Business Day notice period set forth Section 8(b)(iii).

(f) Mutual Termination. This Agreement may be terminated by the mutual written consent of the Company and the Required Backstop Parties.

(g) Effect of Termination. If this Agreement is terminated pursuant to this Section 8, subject to the proviso contained in Section 8(a), the obligations of such parties contained in Sections 2.5, 5.7, 9, 10 and this Section 8 shall survive any such termination. For the avoidance of doubt, under no circumstances shall any portion of the Backstop Transaction Fee be made to any Backstop Party if the Break-Up Fee is payable thereto pursuant to the terms hereof and, upon payment of the Break-Up Fee by the Company, no Backstop Party shall be entitled to any other claim, cause of action or remedy against the Company with respect to the termination of this Agreement (other than any claim or obligations set forth in Section 9).

Section 9. **INDEMNIFICATION; EXCULPATION**.

9.1 Subject to entry of the Approval Order, the Company agrees to indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, fees and disbursements of counsel), that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or relating to this Agreement, the Definitive Documentation, or the transactions contemplated hereby or thereby, the payment of the Backstop Transaction Fee, Breakup Fee, Backstop Holdback Equity, Equity Grant or the Backstop Party Expenses, any use made or proposed to be made with the proceeds of the Backstop Commitment, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and the Company shall reimburse each Indemnified Party upon demand for fees and expenses of counsel (which, so long as there are no conflicts among such Indemnified Parties, shall be limited to one law firm serving as counsel for the Indemnified Parties) and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such claim, damage, loss, liability, or expense is found in a

final, non-appealable order of a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, actual fraud, gross negligence, or willful misconduct. No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final, non-appealable order of a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, actual fraud, gross negligence or willful misconduct. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. Without the prior written consent of the Indemnified Parties, the Company agrees that it will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this Agreement, the Definitive Documentation, or the transactions contemplated hereby or thereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to the Indemnified Parties by the Company or any of its representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons. Notwithstanding the foregoing, the Company's obligations pursuant to this Section 9 shall only be binding on the Company upon entry of the Approval Order.[2] No Indemnified Party shall settle any lawsuit, claim, or other proceeding arising out of this Agreement, the Definitive Documentation, or the transactions contemplated hereby or thereby without the prior written consent of the Company. This provision will be in addition to the rights of each and all of the Indemnified Parties under the Restructuring Support Agreement or with respect to any action against the Company for breach of any term of this Agreement; *provided, however*, for the avoidance of doubt, no Indemnified Party shall be entitled to recover any amounts indemnifiable hereunder to the extent such Indemnified Party shall have made a claim with respect to the matter underlying such amounts and recovered such amounts with respect thereto pursuant to the terms of the Restructuring Support Agreement. The Company acknowledges and agrees that each and all of the Indemnified Parties shall be treated as third-party beneficiaries with rights to bring an action against the Company under this Section 9.

Section 10. **MISCELLANEOUS**.

10.1 Payments. All payments made by or on behalf of the Company or any of their Affiliates to a Backstop Party or its assigns, successors or designees pursuant to this Agreement shall be without withholding, set-off, counterclaim or deduction of any kind.

10.2 Arm's Length Transaction. The Company acknowledges and agrees that (i) the commitments, the Rights Offering and any other transactions described in this Agreement are an arm's-length commercial transaction between the parties hereto and (ii) the Backstop Parties have not assumed nor will they assume an advisory or fiduciary responsibility in the Company's favor with respect to any of the transactions contemplated hereby or the process leading thereto, and the Backstop Parties have no obligation to the Company with respect to the transactions

[2] Duplicative with deleted 9.2.

contemplated hereby except those obligations expressly set forth in this Agreement, the Restructuring Support Agreement or the Rights Offering Documents to which they are party.

10.3 Confidentiality. The parties hereto agree that Schedule I, which is intentionally redacted herefrom, shall not be disclosed to any Party other than (i) the Company and the Backstop Parties and their respective applicable officers, directors, employees, Affiliates, members partners, attorneys, accountants, agents and advisors on a need-to-know and confidential basis and (ii) in any legal, judicial or administrative proceeding (including to the extent required in connection with the Chapter 11 Proceedings) or as otherwise required by law or regulation or as requested by a governmental authority (in which case the Company and each Backstop Party agree, to the extent permitted by law, to inform each other promptly in advance thereof (other than in connection with any audit or examination by bank accountants or any governmental, regulatory or self-regulatory authority exercising examination or regulatory authority)); provided that the form of this Agreement (but not the Backstop Party Allocations) may be disclosed by the Company in connection with seeking entry of the Approval Order, confirmation of the Acceptable Plan or as otherwise required by the Bankruptcy Court (including as it relates to the Backstop Party Allocations if required by the Bankruptcy Court).

10.4 Survival. The representations and warranties made in this Agreement will not survive the Closing and shall expire and be of no further force and effect simultaneously therewith.

10.5 No Waiver of Rights. All waivers hereunder must be made in writing, and the failure of any party at any time to require another party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of any other provision.

10.6 Notices. Each Backstop Party and its successors and assigns shall provide its contact information and wire instructions to [____]. Such information shall be set forth in Schedule II and Schedule III, respectively, hereto, and shall be modified from time to time to the extent such Backstop Party provides written notice to [_____]. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following addresses (or at such other address for any party as shall be specified by such party in a notice given in accordance with this Section).

(a) If to the Company, to:

Samson Resources Corporation
Two West Second Street
Tulsa, OK 74103
Fax: (918) 591-1796
Attention: Andrew Kidd, General Counsel

With a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Fax: (212) 446-4900
Attention: Paul Basta, P.C.
Joshua A. Sussberg, P.C.
Brad Weiland

(b) If to a Backstop Party, to the mailing address or facsimile number set forth on Schedule II hereto (as such schedule may be updated by written notice to [____]).

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

[_____]

Any of the foregoing addresses or facsimile numbers may be changed by giving notice of such change in the foregoing manner, except that notices for changes of address or facsimile number shall be effective only upon receipt.

10.7 Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

10.8 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

10.9 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto) and the agreements and documents referenced herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties hereto with respect to the subject matter hereof, other than the Restructuring Support Agreement, which remains in full force and effect in accordance with its terms.

10.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as set forth below, neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned by any party (whether by operation of law or otherwise) without the

prior written consent of the other parties. Notwithstanding the foregoing, (i) a Backstop Party may enter into arrangements with other parties regarding its rights and/or obligations under this Agreement, *provided* that it shall remain liable for its obligations with respect to its Backstop Commitment, and (ii) the rights, obligations and interests hereunder may be assigned, delegated or transferred, in whole or in part, by any Backstop Party (A) either alone or in connection with a corresponding Transfer (as such term is defined in the Restructuring Support Agreement) of Second Lien Loans or Second Lien Loan Claims to a transferee pursuant to Section 5(c) of the Restructuring Support Agreement and (B) to Affiliates and to other Backstop Parties; provided, however, that such transferee, as a condition precedent to such Transfer, becomes a party to this Agreement and assumes the obligations of the transferring Backstop Party under this Agreement by executing an addendum substantially in the form set forth in Exhibit A (the "Addendum") and, if not at such time a Backstop Party, an assumption in substantially the form set forth in Exhibit B hereto (the "Assumption Agreement") and deliver the same to the Company in accordance with Section 10.6. Any Transfer that is made in violation of the immediately preceding sentence shall be null and void ab initio, and the Company and each Backstop Party, as applicable, shall have the right to enforce the voiding of such transfer. Following any assignment of a Backstop Party's rights and obligations in this Agreement described in clause (ii) of this Section, Schedule I hereto shall be updated by the Company solely to reflect the name and address of the applicable transferee and the Backstop Percentage that shall apply to such transferee, and any changes to the Backstop Percentage applicable to the assigning Backstop Party. Any update to Schedule I hereto described in the immediately preceding sentence shall not be deemed an amendment or modification of this Agreement. In performing this Agreement, the Company may rely solely on the most current Schedule I.

10.11 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and, except as expressly set forth in Section 9, nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever.

10.12 Amendment. This Agreement may not be altered, amended, or modified except by a written instrument executed by or on behalf of the Company and the Required Backstop Parties, provided that any waiver, change, modification or amendment to this Agreement or the Restructuring Support Agreement that disproportionately adversely affects the economic recoveries or treatment of any Backstop Party compared to the recoveries set forth in this Agreement or the Restructuring Support Agreement, may not be made without the written consent of each such disproportionately adversely affected Backstop Party. For the avoidance of doubt, any waiver, modification, amendment or supplement that would have the effect of (a) increasing any Backstop Party's aggregate commitments in respect of the Backstop Commitment, (b) reallocating any Backstop Party's Backstop Commitment as between New Debt and New Common Stock, or (c) extending any Backstop Party's obligations in respect of the Backstop Commitment later than January 15, 2016, in each case, shall require the consent of such Backstop Party. The terms of the New Debt that are specifically set forth in the Restructuring Support Agreement cannot be modified without the consent of each Backstop Party.

10.13 Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof.

10.14 Consent to Jurisdiction. Each of the parties hereto (a) irrevocably and unconditionally agrees that any actions, suits or proceedings, at Law or equity, arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall be heard and determined in the Bankruptcy Court; (b) irrevocably submits to the jurisdiction of such court in any such action, suit or proceeding; (c) consents that any such action, suit or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court; and (d) agrees that service of process in any such action, suit or proceeding may be effected by providing a copy thereof by any of the methods of delivery permitted by Section 10.6 to such party at its address as provided in Section 10.6 (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by Law).

10.15 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.15.

10.16 Currency. Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States dollars.

10.17 Counterparts. This Agreement may be executed and delivered (including by facsimile or electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

10.18 Specific Performance. Each party hereto acknowledges that, in view of the uniqueness of the securities referenced herein and the transactions contemplated by this Agreement, the other parties hereto would not have an adequate remedy at law for money damages in the event that this Agreement has not been performed in accordance with its terms, and therefore agrees that such other parties shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity, without otherwise limiting the parties' remedies hereunder.

10.19 Rules of Construction. The parties hereto and their respective legal counsel participated in the preparation of this Agreement, and therefore, this Agreement shall be construed neither against nor in favor of any of the parties hereto, but rather in accordance with the fair meaning thereof. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, annex and exhibit references are to this Agreement unless otherwise specified. Any reference to this Agreement shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, and supplements thereto and thereof, as applicable. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms.

[No further text appears; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SAMSON RESOURCES CORPORATION

By: _____
Name:
Title:

[BACKSTOP PARTY]

By: _____
Name:
Title:

Schedule I

BACKSTOP PARTIES

Backstop Party	Backstop Percentage[3]	Debt Percentage	Equity Percentage
Anschutz Investment Company			
Cerberus Institutional Partners V, L.P.			
Cerberus International II Master Fund, L.P.			
Cerberus Partners II, L.P.			
Columbia Management Investment Advisers, LLC			
Credit Suisse Loan Funding LLC			
Eaton Vance Management/Boston Management and Research			
Invesco Senior Secured Management, Inc.			
NYL Investors LLC			
SPCP Group, LLC			

[3] This entire Schedule I to be redacted when filed.

Schedule II

Notice Information for Backstop Parties[4]

[4] Notice information to be redacted when filed.

Schedule III

Wire Instructions[5]

[5] Wire instructions to be redacted when filed.

Exhibit A

ADDENDUM

Reference is made to that certain Backstop Commitment Agreement (as amended, modified or supplemented from time to time, the "Agreement") by and among Samson Resources Corporation, a Delaware corporation ("Samson"), and each of the Backstop Parties party thereto from time to time. Each capitalized term used but not defined herein shall have the meaning given to it in the Agreement.

Upon execution and delivery of this Addendum by the undersigned, as provided in Section 10.10 of the Agreement, the undersigned hereby becomes a Backstop Party, as applicable thereunder and bound thereby effective as of the date of the Agreement.

By executing and delivering this Addendum, the undersigned represents and warrants, for itself and for the benefit of each party to the Agreement, that:

(a) as of the date of this Addendum, the undersigned has executed and delivered an Assumption and Joinder Agreement therefor (a copy of which is attached to this Addendum) or is as of the date of this Addendum a Backstop Party;

(b) as of the date of this Addendum, with respect to each transferee that (i) is an individual, such Transferee has all requisite authority to enter into this Addendum and to carry out the transactions contemplated by, and perform its respective obligation under, the Agreement and (ii) is not an individual, such transferee is duly organized, validly existing, and in good standing under the laws of the state of its organization, and has all requisite corporate, partnership, or limited liability company power and authority to enter into this Addendum and to carry out the transactions contemplated by, and perform its respective obligations under, the Agreement;

(c) assuming the due execution and delivery of the Agreement by Samson, the Addendum and the Agreement are legally valid and binding obligations of it, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws, or by equitable principles relating to or limiting creditors' rights generally; and

(d) as of the date of this Addendum, it is not aware of any event that, due to any fiduciary or other duty to any other person, would prevent it from taking any action required of it under the Agreement and this Addendum.

By executing and delivering this Addendum to Samson, the undersigned agrees to be bound by all the terms of the Agreement.

The undersigned acknowledges and agrees that once delivered to Samson, it may not revoke, withdraw, amend, change or modify this Addendum unless the Agreement has been terminated.

THIS ADDENDUM SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

This Addendum may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

[Signature on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed and delivered by their proper and duly authorized officers as of this [__] day of [____].

TRANSFEREE WHO BECOMES A BACKSTOP PARTY

[NAME]

_____

as a Backstop Party
Name:

Exhibit B

ASSUMPTION AND JOINDER AGREEMENT

Reference is made to (i) that certain Backstop Commitment Agreement (as amended, modified or supplemented from time to time, the "Agreement"), dated as of [__], 2015, by and among Samson Resources Corporation, a Delaware corporation ("Samson"), and each of the Backstop Parties party thereto from time to time, and (ii) that certain Addendum, dated as of [__], [__] (the "Transferor Addendum") submitted by _____, as transferor (the "Transferor"). Each capitalized term used but not defined herein shall have the meaning given to it in the Agreement.

As a condition precedent to becoming a Backstop Party, the undersigned (the "Transferee") hereby agrees to become bound by all the terms, conditions and obligations set forth in the Agreement and the Transferor Addendum copies of which are attached hereto as Annex I. This Assumption and Joinder Agreement shall take effect and shall become an integral part of the Agreement and the Transferor Addendum immediately upon its execution, and the Transferee shall be deemed to be bound by all of the terms, conditions and obligations of the Agreement and the Transferor Addendum as of the date thereof. The Transferee shall hereafter be deemed to be a "Backstop Party" and a "party" for all purposes under the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Assumption and Joinder Agreement has been duly executed by each of the undersigned as of the date specified below.

Date: [___]

Name of Transferor	Name of Transferee
Authorized Signatory of Transferor	Authorized Signatory of Transferee
(Type or Print Name and Title of Authorized Signatory)	(Type or Print Name and Title of Authorized Signatory)

Address of Transferee:

Attn:

Tel:

Fax:

E-mail:

Exhibit C

RIGHTS OFFERING PROCEDURES