

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

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**In re:**

**SAMSON RESOURCES CORPORATION, *et al.*,<sup>1</sup>**

**Debtors.**

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)  
) **Chapter 11**  
)  
) **Case No. 15-11934 (CSS)**  
)  
) **(Jointly Administered)**  
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**JOINT CHAPTER 11 PLAN FOR SAMSON RESOURCES CORPORATION  
AND ITS DEBTOR AFFILIATES  
PROPOSED BY OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

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<p><b>THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DRAFT PLAN HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT.</b></p>
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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation's corporate headquarters and the Debtors' service address is: Two West Second Street, Tulsa, Oklahoma 74103.

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**JOINT CHAPTER 11 PLAN FOR SAMSON RESOURCES CORPORATION  
AND ITS DEBTOR AFFILIATES  
PROPOSED BY OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

The Official Committee of Unsecured Creditors of Samson Resources Corporation *et al.* (the “Committee”) appointed in the Chapter 11 Cases proposes this chapter 11 plan for the resolution of Claims against, and Equity Interests in, Samson Resources Corporation; Geodyne Resources, Inc.; Samson Contour Energy Co.; Samson Contour Energy E&P, LLC; Samson Holdings, Inc.; Samson International, Ltd.; Samson Investment Company; Samson Lone Star, LLC; and Samson Resources Company. The Committee is the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. Holders of Claims and Equity Interests may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of the Plan.

**ARTICLE I.  
DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The capitalized terms used herein shall have the respective meanings set forth in the Glossary of Defined Terms attached hereto as Schedule 1.

**1.2 Interpretation**

Unless otherwise specified, all section, article, exhibit, and schedule references in the Plan are to the respective section, article, exhibit, or schedule to, the Plan, as the same may be amended, waived, or modified from time to time. Words denoting the singular number shall include the plural number and vice versa, as appropriate, and words denoting gender shall include the other gender. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions thereof.

**1.3 Application of Definitions and Rules of Construction Contained in the Bankruptcy Code**

Words and terms defined in section 101 of the Bankruptcy Code shall have the same meanings when used in the Plan, unless a different definition is set forth in the Glossary of Defined Terms. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan.

**1.4 Other Terms**

The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein.

**ARTICLE II.  
ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS**

**2.1 Administrative Expenses**

Except as otherwise agreed by the holder of an Allowed Administrative Expense and the Committee on or prior to the Effective Date (or the Plan Administrator, thereafter), on the Distribution Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed Administrative Expense shall receive a Cash payment equal to the Allowed amount of such Allowed Administrative

Expense; *provided*, that except with respect to Fee Claims, which shall be Allowed and paid pursuant to Section 2.2 hereof, notice of any Administrative Expense that has not been paid in the ordinary course of business must be filed with the Bankruptcy Court within thirty (30) days after the Effective Date; failure to do so shall result in such Administrative Expense being forever barred, and the holder of such Administrative Expense shall be enjoined from asserting such Administrative Expense against the Debtors.

## **2.2 Professional Compensation and Reimbursement Claims**

Any Person seeking payment in respect of a Fee Claim shall (a) file a final application for allowance of compensation for services rendered and costs incurred within forty-five (45) days of the Effective Date, and (b) on the Distribution Date, or as soon thereafter as is reasonably practicable, receive a payment in Cash in an amount equal to the Allowed amount of such Fee Claim, except as may be otherwise agreed by the holder of such Allowed Fee Claim and the Plan Administrator.

## **2.3 Priority Tax Claims**

Except as otherwise agreed by the holder of an Allowed Priority Tax Claim and the Committee on or prior to the Effective Date (or the Plan Administrator, thereafter), each holder of an Allowed Priority Tax Claim shall receive either (a) payment in Cash in full of such Allowed Priority Tax Claim on the Distribution Date, or as soon thereafter as is reasonably practicable, or (b) regular Cash payments in equal installments over a period ending not later than five (5) years after the Petition Date pursuant to section 1129(a)(9) of the Bankruptcy Code, with interest at a rate determined in accordance with section 511 of the Bankruptcy Code; *provided*, that the Debtors may prepay the entire amount of such Allowed Priority Tax Claim at any time in the sole discretion of the Plan Administrator.

# **ARTICLE III. CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS**

## **3.1 Classification**

The following table designates the Classes of Claims against and Equity Interests in the Debtors and specifies which of those Classes are (a) impaired or unimpaired by the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) deemed to accept the Plan.

<b>Class</b>	<b>Designation</b>	<b>Impairment</b>	<b>Entitled to Vote</b>
1	First Lien Secured Claims	Impaired	Yes
2	Second Lien Secured Claims	Impaired	Yes
3	Other Secured Claims	Unimpaired	No (deemed to accept)
4	Other Priority Claims	Unimpaired	No (deemed to accept)
5	General Unsecured Claims	Impaired	Yes
6	Equity Interests in Parent	Impaired	Yes
7	Equity Interest in Other Debtors	Unimpaired	No (deemed to accept)

For convenience of identification, the Plan classifies the Allowed Claims in Class 3 as a single Class. This Class is actually a group of subclasses, depending on the underlying property securing such Allowed Claims, and each subclass is treated hereunder as a distinct Class for voting and distribution purposes.

#### **ARTICLE IV. TREATMENT OF CLAIMS AND EQUITY INTERESTS**

##### **4.1 Class 1 – First Lien Secured Claims**

Unless the holders of the First Lien Secured Claims as a Class vote to accept the Plan and do not vote to accept the Debtors' Plan, the First Lien Secured Claims shall be Disputed Claims. On the Distribution Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed First Lien Secured Claim shall receive a Cash payment from its Encumbered Cash in an amount equal to the amount of such Allowed First Lien Secured Claim; *provided*, that if the holders of the First Lien Secured Claims vote to accept the Plan and do not vote to accept the Debtors' Plan, each holder of an Allowed First Lien Secured Claim shall receive its Pro Rata Share of the First Lien Consensual Treatment.

##### **4.2 Class 2 – Second Lien Secured Claims**

(a) Unless the holders of the Second Lien Secured Claims as a Class vote to accept the Plan and do not vote to accept the Debtors' Plan, the Second Lien Secured Claim shall be Disputed Claims. On the Distribution Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed Second Lien Secured Claim shall receive a Cash payment from its Encumbered Cash in an amount equal to the amount of such Allowed Second Lien Secured Claim; *provided*, that if the holders of the Second Lien Secured Claims as a Class vote to accept the Plan and do not vote to accept the Debtors' Plan, each holder of an Allowed Second Lien Secured Claim shall receive its Pro Rata Share of the Second Lien Consensual Treatment.

##### **4.3 Class 3 – Other Secured Claims**

Except as otherwise agreed by the holder of an Allowed Other Secured Claim and the Committee on or prior to the Effective Date (or the Plan Administrator, thereafter), on the Distribution Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive

(a) a Cash payment from its Encumbered Cash in an amount equal to the amount of such Allowed Other Secured Claim, (b) its Collateral, or (c) treatment that satisfies the requirements of section 1124 of the Bankruptcy Code to be not impaired.

#### **4.4 Class 4 – Other Priority Claims**

Except as otherwise agreed by the holder of an Allowed Other Priority Claim and the Committee on or prior to the Effective Date (or the Plan Administrator, thereafter), on the Distribution Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Priority Claim shall receive a Cash payment in an amount in Cash equal to the amount of such Allowed Other Priority Claim.

#### **4.5 Class 5 – General Unsecured Claims**

(a) On the Distribution Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed General Unsecured Claim shall receive a Cash payment in an amount equal to its Pro Rata Share of Cash from the proceeds of any Unencumbered Assets that are then available for distribution as determined by the Plan Administrator, as such amount may be adjusted as a result of the holders of First Lien Secured Claims), the holders of Second Lien Secured Claims, or the holders of Equity Interests in Parent voting to accept the Plan and not voting to accept the Debtors' Plan, as applicable.

(b) The Note Claim asserted by the Indenture Trustee shall be Allowed. The individual Note Claims of the Noteholders shall be Disallowed.

#### **4.6 Class 6 – Equity Interests in Parent**

On the Effective Date, all Equity Interests in Parent shall be canceled and, unless otherwise provided in the New Constituent Documents, one new share of Parent's common stock shall be issued to a custodian to be designated by the Plan Administrator, who would hold such share for the benefit of the holders of such former Equity Interests in Parent consistent with their former economic entitlements. In addition, if the holders of Equity Interests in Parent as a Class vote to accept the Plan and do not vote to accept the Debtors' Plan, on the Effective Date, the holders of Equity Interests in Parent shall receive the Parent Equity Consensual Treatment.

#### **4.7 Class 7 – Equity Interests in Other Debtors**

On or after the Effective Date, at the election of the Plan Administrator, except as provided in the New Constituent Documents, all Equity Interests in the Other Debtors shall be retained, subject to being cancelled if and when such Other Debtors are dissolved consistent with Section 6.3 hereof. Each holder of an Equity Interest in the Other Debtors shall neither receive nor retain any property or interest in property on account of such Equity Interest; *provided*, that in the event that all Allowed Claims have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Allowed Equity Interest in the Other Debtors may receive its Pro Rata Share of any remaining assets in the Debtors.

### **ARTICLE V. PROVISIONS GOVERNING DISTRIBUTIONS**

#### **5.1 Distribution Record Date**

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Equity Interests as maintained by the Debtors, or their agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims or Equity Interests.



The Debtors or the Plan Administrator, as applicable, shall have no obligation to recognize any transfer of Claims or Equity Interests occurring on or after the Distribution Record Date. The Debtors or the Plan Administrator, as applicable, shall be entitled to recognize and deal for all purposes hereunder only with those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

## **5.2 Method of Distributions Under the Plan**

(a) Effective Date Distributions. Except as otherwise provided herein, on the Effective Date, or as soon thereafter as is reasonably practicable, (i) holders of Allowed Administrative Expenses, Allowed Priority Tax Claims, Allowed Other Priority Claims, and, if applicable, Allowed Secured Claims shall receive payment in Cash, including from Asset Sale Proceeds, in an amount equal to the Allowed amount of such Claims, and (ii) holders of Allowed General Unsecured Claims shall receive distributions in accordance with Section 4.5 hereof.

(b) Post-Effective Date Distributions. After the initial distribution set forth in Section 5.2(a) hereof, holders of Allowed Claims shall receive distributions in accordance with Article IV hereof. To the extent that a Creditor Trust is established in accordance with Section 6.4 hereof, any distributions to be made to holders of Allowed Claims shall be made by the Creditor Trustee to holders of Allowed Claims as holders of Creditor Trust Interests in accordance herewith.

(c) Distributions of Cash. At the option of the Plan Administrator, any payment in Cash to be made under the Plan may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

## **5.3 Delivery of Distributions and Undeliverable Distributions**

(a) Subject to Bankruptcy Rule 9010, all distributions to any holder of an Allowed Claim shall be made at the address of such holder as set forth on the Schedules filed with the Bankruptcy Court, on the books and records of the Debtors or their agents, or in a letter of transmittal, unless the Debtors or the Plan Administrator, as applicable, have been notified in writing of a change of address, including, without limitation, by the filing of a proof of claim by such holder that contains an address for such holder different from the address reflected on such Schedules for such holder. In the event that a distribution to a holder is returned as undeliverable, no further distributions to such holder shall be made unless and until the Plan Administrator is notified of such holder's then-current address, at which time all missed distributions shall be made to such holder, without interest. All demands for undeliverable distributions shall be made on or before ninety (90) days after the date such undeliverable distribution was initially made. Thereafter, the amount represented by such undeliverable distribution shall irrevocably revert to the Debtors or the Creditor Trust, as applicable, and any Claim in respect of such undeliverable distribution shall be discharged and forever barred from assertion against the Debtors or the Creditor Trust, as applicable, and their respective property.

(b) Any distribution by the Debtors or the Creditor Trust, as applicable, to be made to a holder of an Allowed First Lien Secured Claim, Allowed Second Lien Secured Claim, or Allowed Note Claim shall be made to the First Lien Agent, the Second Lien Agent, or the Indenture Trustee, respectively, to assert its respective charging lien against such distributions and any fees and expenses of such Entities shall be paid from such distributions on account of such charging lien. Any distribution by the Debtors or the Creditor Trust, as applicable, to the First Lien Agent, the Second Lien Agent, or the Indenture Trustee in accordance with the Plan shall be deemed a distribution to the respective holder of an Allowed First Lien Secured Claim, Allowed Second Lien Secured Claim, or Allowed Note Claim, respectively, and shall be made in accordance with this Section 5.3.

i. Distributions to First Lien Agent.

All distributions to holders of Allowed First Lien Claims shall be deemed completed when made by the Debtors or the Creditor Trust, as applicable, to the First Lien Agent, which shall be deemed to be the holder of all Allowed First Lien Claims for purposes of distributions to be made hereunder, and except as otherwise provided herein, the First Lien Agent shall make distributions on account of Allowed First Lien Claims as soon as reasonably practicable after receipt thereof and pursuant to the terms of the First Lien Credit Agreement in accordance with Article V hereof to holders of Allowed First Lien Claims as of the Distribution Record Date.

ii. Distributions to Second Lien Agent.

All distributions to holders of Allowed Second Lien Claims shall be deemed completed when made by the Debtors or the Creditor Trust, as applicable, to the Second Lien Agent, which shall be deemed to be the holder of all Allowed Second Lien Claims for purposes of distributions to be made hereunder, and except as otherwise provided in herein, the Second Lien Agent shall make distributions on account of Allowed Second Lien Claims as soon as reasonably practicable after receipt thereof and pursuant to the terms of the Second Lien Credit Agreement in accordance with Article V hereof to holders of Allowed Second Lien Claims as of the Distribution Record Date.

iii. Distribution to Indenture Trustee.

All distributions to holders of Allowed Note Claims shall be deemed completed when made by the Debtors or the Creditor Trust, as applicable, to the Indenture Trustee, which shall be deemed to be the holder of all Allowed Note Claims for purposes of distributions to be made hereunder, and except as otherwise provided herein or reasonably requested by the Indenture Trustee, the Indenture Trustee shall make distributions on account of Allowed Note Claims as soon as reasonably practicable after receipt thereof and pursuant to the terms of the Indenture in accordance with Article V hereof to the Registered Holders as of the Distribution Record Date.

#### **5.4 Withholding and Reporting Requirements**

In connection with the Plan and all instruments issued in connection therewith and distributed thereon, the Debtors or the Plan Administrator, as applicable, shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions under the Plan shall be subject to any such withholding or reporting requirements. All such amounts withheld and paid to the appropriate Governmental Unit shall be treated as distributed to holders of Allowed Claims. Notwithstanding the foregoing, each holder of an Allowed Claim or Creditor Trust Interest, as applicable, that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. The Plan Administrator has the right, but not the obligation, to not make a distribution under the Plan until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. The Plan Administrator may require that the holder of an Allowed Claim or Creditor Trust Interest, as a condition for such holder to receive a distribution, provide a completed IRS Form W-8, W-9, and/or other tax information deemed necessary in the sole discretion of the Plan Administrator to each such holder; *provided*, that if the Plan Administrator makes such a request and the holder fails to comply before the date that is one hundred eighty (180) days after the request is made, the amount of such distribution shall irrevocably revert to the applicable Debtor or Creditor Trust and any Claim in respect of such distribution shall be discharged and forever barred from assertion against such Debtor, Creditor Trust, or its respective property.

### **5.5 Time Bar to Cash Payments**

Checks issued by the Plan Administrator in respect of Allowed Claims shall be null and void if not negotiated within sixty (60) days after the date of issuance thereof. Requests for reissuance of any check shall be made to the Plan Administrator by the holder of the Allowed Claim to whom such check originally was issued. Any Claim in respect of such a voided check shall be made on or before thirty (30) days after the expiration of the sixty (60) day period following the date of issuance of such check. Thereafter, the amount represented by such voided check shall irrevocably revert to the Debtors or the Creditor Trust, as applicable, and any Claim in respect of such voided check shall be discharged and forever barred from assertion against the Debtors and their property.

### **5.6 Minimum Distributions**

No payment of Cash less than \$10 shall be made by the Debtors or the Creditor Trust, as applicable, to any holder of an Allowed Claim. Any Cash that is undistributable in accordance with this Section 5.6 shall be distributed to a charitable organization exempt from federal income tax under section 501(c)(3) of the IRC to be selected by, and unrelated to, the Debtors, the Plan Administrator, or the Creditor Trust, as applicable.

### **5.7 Setoffs**

The Debtors or the Plan Administrator, as applicable, may, but shall not be required to, set off against any Claim (for purposes of determining the Allowed amount of such Claim on which distribution shall be made), any claim of any nature whatsoever that the Debtors may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Plan Administrator, as applicable, of any such claim the Debtors may have against the holder of such Claim.

### **5.8 Allocation of Plan Distributions Between Principal and Interest**

All distributions in respect of any Allowed Claim shall be allocated first to the principal amount of such Allowed Claim, as determined for federal income tax purposes and, thereafter, to the remaining portion of such Claim comprising interest, if any (but solely to the extent that interest is an allowable portion of such Allowed Claim).

### **5.9 Transactions on Business Days**

If the Effective Date or any other date on which a transaction may occur hereunder shall occur on a day that is not a Business Day, the transactions contemplated herein to occur on such day shall instead occur on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

### **5.10 Interest on Claims**

Except as otherwise provided herein or in the Confirmation Order, (a) interest from and after the Petition Date shall not accrue on any Claim, and no holder of a Claim shall be entitled to interest on or after the Petition Date, (b) interest shall not accrue or be paid with respect to any Disputed Claim for the period from the Petition Date through the date such Claim becomes Allowed, and (c) no Claim shall be Allowed to the extent it is a Claim for postpetition interest or other similar charges.

**ARTICLE VI.**  
**MEANS FOR IMPLEMENTATION AND EXECUTION OF THE PLAN**

**6.1 Sources of Funding for Distributions Under the Plan**

Distributions under the Plan shall be funded as follows:

(a) Cash. Cash shall be used to fund distributions to holders of Allowed Administrative Expenses, Allowed Priority Tax Claims, Allowed Secured Claims, and Allowed Other Priority Claims in accordance with the terms hereof, *provided*, that the Debtors' estates' right to surcharge Collateral pursuant to section 506(c) of the Bankruptcy Code (the "**Surcharge Right**") shall be enforced, to the extent permissible, against Encumbered Cash and shall be an additional source of funding distributions hereunder as determined by the Bankruptcy Court.

(b) Asset Sales. Asset Sale Proceeds shall be used to fund distributions as follows: (i) if holders of First Lien Secured Claims as a Class vote to accept the Plan and do not vote to accept the Debtors' Plan, and to the extent the Asset Sales have closed prior to the Effective Date, to holders of Allowed First Lien Secured Claims and (ii) on the Effective Date, or as soon thereafter as is reasonably practicable, to holders of Allowed Administrative Expenses, Allowed Priority Tax Claims, Allowed Secured Claims, and Allowed Other Priority Claims in accordance with the terms hereof; *provided*, that the Surcharge Right shall be enforced, to the extent permissible, against Encumbered Cash and shall be an additional source of funding distributions hereunder as determined by the Bankruptcy Court. After the Effective Date, the Plan Administrator shall use Encumbered Cash to make distributions to (i) holders of Allowed First Lien Secured Claims, and (ii) after the payment in full of Allowed First Lien Secured Claims as provided herein, holders of Allowed Second Lien Secured Claims.

(c) Unencumbered Assets. Unencumbered Assets shall be used to fund distributions to holders of Allowed General Unsecured Claims.

(d) Commodity Hedges. On the Effective Date, the Debtors' existing commodity hedging agreements with the Hedge Banks shall be monetized and, to the extent such agreements are Collateral, placed in the Encumbered Cash Account.

(e) Causes of Action. On and after the Effective Date, the Plan Administrator shall commence any Causes of Action, including Avoidance Actions, in its sole discretion. The proceeds of Causes of Action, whether by settlement or litigation, that are not Collateral shall be distributed to holders of Allowed General Unsecured Claims in accordance herewith (as such amount may be adjusted as a result of holders of First Lien Secured Claims, holders of Second Lien Secured Claims, or holders of Equity Interests in Parent voting to accept the Plan and not voting to accept the Debtors' Plan).

(f) 9019 Settlements. If holders of First Lien Secured Claims as a Class vote to accept the Plan and do not vote to accept the Debtors' Plan, holders of Second Lien Secured Claims as a Class vote to accept the Plan and do not vote to accept the Debtors' Plan, or holders of Equity Interests in Parent as a Class vote to accept the Plan and do not vote to accept the Debtors' Plan, then the First Lien Consensual Treatment, the Second Lien Consensual Treatment, and the Parent Equity Consensual Treatment, each of which is a compromise and settlement under Bankruptcy Rule 9019, shall provide for distributions to holders of Allowed Claims as set forth therein.

## 6.2 Plan Administrator

(a) Authority. As provided in the New Constituent Documents, the Plan Administrator shall have the authority and right on behalf of each of the Debtors, without the need to obtain approval of the Bankruptcy Court (unless otherwise indicated), to carry out and implement all provisions hereof, including, without limitation, to:

(i) except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process, including to object to and to seek to subordinate, compromise, or settle, any and all Claims against the Debtors subject to Bankruptcy Court approval; *provided*, that where the Debtors have authorization to compromise or settle any Claims against the Debtors under a Final Order, the Plan Administrator shall be authorized to compromise or settle such Claims after the Effective Date in accordance with and subject to such Final Order;

(ii) as soon as is reasonably practicable, make distributions to holders of Allowed Claims in accordance herewith;

(iii) exercise its reasonable business judgment to direct and control the wind down, liquidation, sale, and/or abandoning of the Debtors' assets, including the Non-Cash Assets and Unencumbered Assets, and/or the Non-Debtor Subsidiaries under the Plan and in accordance with applicable law as necessary to maximize distributions to holders of Allowed Claims;

(iv) prosecute all Causes of Action, including, without limitation, Avoidance Actions, on behalf of the Debtors, to elect not to pursue any Causes of Action, and to determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may determine is in the best interests of the Debtors and their estates;

(v) make payments to existing professionals who will continue to perform in their current capacities;

(vi) retain professionals to assist in performing its duties hereunder;

(vii) maintain the books and records and accounts of the Debtors;

(viii) invest Cash of the Debtors, including any Cash proceeds realized from the liquidation of any assets of the Debtors, including any Causes of Action, and any income earned thereon;

(ix) incur and pay reasonable and necessary expenses in connection with the performance of duties hereunder, including the reasonable fees and expenses of professionals retained by the Plan Administrator;

(x) administer each Debtor's tax obligations, including (A) filing tax returns and paying tax obligations, (B) request, if necessary, an expedited determination of any unpaid tax liability of each Debtor or its estate under section 505(b) of the Bankruptcy Code for all taxable periods of such Debtor ending after the Petition Date through the liquidation of such Debtor as determined under applicable tax laws, and (C) represent the interest and account of each Debtor or its estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding, or audit;

(xi) prepare and file any and all informational returns, reports, statements, returns, or disclosures relating to the Debtors that are required hereunder, by any Governmental Unit, or by applicable law;

(xii) determine whether to create a Creditor Trust for the assets of a Debtor or Non-Debtor Subsidiary pursuant to Section 6.4 hereof and which assets to transfer to such Creditor Trust;

(xiii) pay statutory fees in accordance with Section 12.10 hereof; and

(xiv) perform other duties and functions that are consistent with the implementation hereof.

(b) Disputed Claims Reserve. On the Effective Date, the Plan Administrator shall establish the Disputed Claims Reserve. Subject to Article VII hereof, the Plan Administrator may, but shall not be obligated to, physically segregate and maintain separate accounts or subaccounts for the Disputed Claims Reserve. The Disputed Claims Reserve may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time, to enable the Plan Administrator to determine reserves and amounts to be paid to holders of Allowed Claims. Upon the Effective Date, the sole recourse of a holder of a Disputed Claim shall be against the Disputed Claims Reserve.

(c) Indemnification of Plan Administrator. Each of the Debtors shall indemnify and hold harmless the Plan Administrator for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrator's gross negligence, willful misconduct, or criminal conduct.

(d) Closing of Chapter 11 Cases. When all Disputed Claims have either become Allowed Claims or have been Disallowed by Final Order, and all of the Debtors' assets have been distributed in accordance herewith, the Plan Administrator shall seek authority from the Bankruptcy Court to close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

### **6.3 Corporate Governance of Debtors**

(a) Corporate Form. The New Constituent Documents shall set forth the corporate form of the Debtors on and after the Effective Date.

(b) Directors, Managers, and Officers: Effectuating Documents; Further Transactions. On the Effective Date, the members of the board of directors of each of the Debtors shall be removed and replaced. As provided in the New Constituent Documents, the Plan Administrator, on behalf of each Debtor, shall be authorized to, among other things, execute, deliver, file, or record such documents, instruments, releases, and other agreements, including amending certificates of incorporation and bylaws, and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

(c) Corporate Existence. As provided in the New Constituent Documents, on and after the Effective Date, the Plan Administrator may decide to (i) maintain each Debtor as a corporation in good standing until such time as all aspects of the Plan pertaining to such Debtor have been completed, (ii) dissolve such Debtor, at such time as the Plan Administrator considers appropriate and consistent with the implementation of the Plan pertaining to such Debtor, and complete the winding up of such Debtor without the necessity of any other or further action to be taken by or on behalf of such dissolving Debtor or its shareholder or any payments to be made in connection therewith subject to the filing of a certificate of dissolution with the appropriate governmental authorities (including, without limitation, the transfer of all or part of the assets of such Debtor to a Creditor Trust in accordance with Section 6.4 hereof), or (iii) dissolve any Non-Debtor Subsidiary and complete the winding up of such Non-Debtor Subsidiary in accordance with applicable law.

(d) Wind-Down. As provided in the New Constituent Documents, after the Effective Date, pursuant to the Plan, the Plan Administrator shall wind down, sell, and otherwise liquidate the Debtors' assets, including the Non-Cash Assets and the Unencumbered Assets, and/or the Non-Debtor Subsidiaries in accordance with Section 6.2(a)(iii) hereof, and such wind down, sale, and liquidation (as determined for federal income tax purposes) shall occur over a period of three (3) years after the Effective Date (it being understood that such liquidation may include the transfer of all or part of the assets of each Debtor to one or more Creditor Trusts within the meaning of Treas. Reg. § 301.7701-4); *provided*, that the wind down, sale, or other liquidation may extend over a longer period of time if the Debtors receive a private letter ruling or other equivalent guidance from the IRS from which the Plan Administrator reasonably concludes that the continued wind down, sale, or other liquidation should not result in a reduction or limitation of the Debtors' tax attributes for federal income tax purposes that materially impairs the expected actual use of such tax attributes.

#### **6.4 Creditor Trust**

As provided in the New Constituent Documents, one or more Creditor Trusts may be formed on or after the Effective Date. If such Creditor Trusts are formed,

(a) all actions necessary to establish such Creditor Trusts and Creditor Trust Interests, including execution of a Creditor Trust Agreement, shall be taken by the appropriate parties. In the event of any conflict between the terms of this Section 6.4 and the terms of a Creditor Trust Agreement as such conflict relates to the establishment of a Creditor Trust, the terms of this Section 6.4 shall govern. A Creditor Trust Agreement may provide powers, duties, and authorities in addition to those explicitly stated herein, but only to the extent that such powers, duties, and authorities do not affect the status of a Creditor Trust as a "liquidating trust" for United States federal income tax purposes;

(b) each Creditor Trust shall be established for the sole purpose of liquidating and distributing the assets of the Debtor contributed to such Creditor Trust in accordance with the Plan and Treasury Regulation Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business;

(c) each Creditor Trust shall consist of Creditor Trust Assets. After the creation of a Creditor Trust pursuant to this Section 6.4, the Plan Administrator shall transfer all of the Creditor Trust Assets to a Creditor Trust. Creditor Trust Assets may be transferred subject to certain liabilities, as provided in a Creditor Trust Agreement. Such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, or other similar tax to which the exemption under section 1146 of the Bankruptcy Code applies;

(d) each Creditor Trust shall be administered by a Creditor Trustee pursuant to the Plan and a Creditor Trust Agreement. In the event of any inconsistency between the Plan and a Creditor Trust Agreement relating to anything other than the establishment of a Creditor Trust, the Creditor Trust Agreement shall control;

(e) a Creditor Trustee shall have the same authority in respect of all taxes of the Debtors, and to the same extent, as if the Creditor Trustee were the Debtor;

(f) a Creditor Trustee may invest Cash (including any earnings thereon or proceeds therefrom); *provided*, that such investments are investments permitted to be made by a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities;

(g) a Creditor Trustee is required to distribute to holders of Allowed Claims on account of their Creditor Trust Interests, on a semi-annual basis, all Cash (including any Cash received from the Debtors and treating any permissible investment as Cash for purposes of this Section 6.4(g)), less such amounts that may be reasonably necessary to (i) meet contingent liabilities and to maintain the value of the Creditor Trust Assets during liquidation, (ii) pay reasonable incurred or anticipated expenses (including, without limitation, any taxes imposed on or payable by the Debtors or the Creditor Trust or in respect of the Creditor Trust Assets), or (iii) satisfy other liabilities incurred or anticipated by such Creditor Trust in accordance with the Plan or the Creditor Trust Agreement; *provided*, that such Creditor Trustee shall not be required to make a distribution pursuant to this Section 6.4(g) if such Creditor Trustee determines that the expense associated with making the distribution likely would utilize a substantial portion of the amount to be distributed, thus making the distribution impracticable by the Creditor Trust in accordance with the Plan or the Creditor Trust Agreement;

(h) subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt of an adverse determination by the IRS upon audit if not contested by a Creditor Trustee), for all United States federal income tax purposes, all parties (including, without limitation, the Debtors, a Creditor Trustee, and Creditor Trust Beneficiaries) shall treat the transfer of Creditor Trust Assets to a Creditor Trust as (i) a transfer of Creditor Trust Assets (subject to any obligations relating to those assets) directly to Creditor Trust Beneficiaries (other than to the extent Creditor Trust Assets are allocable to Disputed Claims), followed by (ii) the transfer by such beneficiaries to a Creditor Trust of Creditor Trust Assets in exchange for Creditor Trust Interests. Accordingly, except in the event of contrary definitive guidance, Creditor Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of Creditor Trust Assets (other than such Creditor Trust Assets as are allocable to Disputed Claims). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes. For purposes of this Section 6.4(h), the terms “party” and “Creditor Trust Beneficiary” shall not include the United States or any agency or department thereof, or any officer or employee thereof acting in such capacity;

(i) A Creditor Trustee shall file returns for a Creditor Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) (other than with respect to Creditor Trust Assets that are allocable to Disputed Claims and treated as a “disputed ownership fund” governed by Treas. Reg. § 1.468B-9 pursuant to Section 6.4(i)(iv) hereof) and in accordance with this Section 6.4. The Creditor Trustee also shall send annually to each record holder of a beneficial interest a separate statement setting forth the holder’s share of items of income, gain, loss, deduction, or credit and shall instruct all such holders to report such items on their federal income tax returns or to forward the appropriate information to the beneficial holders with instructions to report such items on their federal income tax returns. Allocations of Creditor Trust taxable income among Creditor Trust Beneficiaries (other than taxable income allocable to any assets allocable to, or retained on account of, Disputed Claims) shall be determined by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Creditor Trust had distributed all its assets (valued at their tax book value, other than assets allocable to Disputed Claims) to holders of Creditor Trust Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from a Creditor Trust. Similarly, taxable loss of a Creditor Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Creditor Trust Assets. The tax book value of Creditor Trust Assets for purpose of this paragraph shall equal their fair market value on the date Creditor Trust Assets are transferred to a Creditor Trust, adjusted in accordance with tax accounting principles prescribed by the IRC, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements. As soon as is reasonably practicable after Creditor Trust Assets are transferred to a Creditor Trust, the



Creditor Trustee shall make a good faith valuation of the Creditor Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, and used consistently by all parties (including, without limitation, the Debtors, the Creditor Trustee, and holders of Allowed General Unsecured Claims) for all federal income tax purposes. The Creditor Trustee also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Creditor Trust that are required by any Governmental Unit. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by a Creditor Trustee of a private letter ruling if such Creditor Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by such Creditor Trustee), such Creditor Trustee (A) may timely elect to treat any Creditor Trust Assets allocable to Disputed Claims as a “disputed ownership fund” governed by Treas. Reg. § 1.468B-9, and (B) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a “disputed ownership fund” election is made, all parties (including such Creditor Trustee, the Debtors, and Creditor Trust Beneficiaries) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. The Creditor Trustee shall be responsible for payments, out of the Creditor Trust Assets, of any taxes imposed on the Creditor Trust or the Creditor Trust Assets. The Creditor Trustee may request an expedited determination of taxes of the Creditor Trust, including a claims reserve, under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Creditor Trust for all taxable periods through the dissolution of the Creditor Trust; and

(j) a Creditor Trustee and Creditor Trust shall be discharged or dissolved, as applicable, at such time as (i) all of the Creditor Trust Assets have been distributed pursuant to the Plan and a Creditor Trust Agreement, (ii) a Creditor Trustee determines, in its sole discretion, that the administration of any remaining Creditor Trust Assets is not likely to yield sufficient additional Creditor Trust proceeds to justify further pursuit, or (iii) all Distributions required to be made by a Creditor Trustee under the Plan and a Creditor Trust Agreement have been made; *provided*, that in no event shall a Creditor Trust be dissolved later than three (3) years from the creation of such Creditor Trust pursuant to Section 6.4 hereof unless the Bankruptcy Court, upon motion within the six (6) month period prior to the third (3rd) anniversary (or within the six (6) month period prior to the end of an extension period), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the Creditor Trustee that any further extension would not adversely affect the status of the trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Creditor Trust Assets. If at any time a Creditor Trustee determines, in reliance upon such professionals as a Creditor Trustee may retain, that the expense of administering a Creditor Trust so as to make a final Distribution to Creditor Trust Beneficiaries is likely to exceed the value of the assets remaining in such Creditor Trust, such Creditor Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve such Creditor Trust, (ii) donate any balance to a charitable organization (A) described in section 501(c)(3) of the IRC, (B) exempt from United States federal income tax under section 501(a) of the IRC, (C) not a “private foundation,” as defined in section 509(a) of the IRC, and (D) that is unrelated to the Debtors, such Creditor Trust, and any insider of such Creditor Trustee, and (iii) dissolve such Creditor Trust.

## 6.5 The 9019 Settlements

The distributions provided for hereunder with respect to Allowed First Lien Secured Claims, Allowed Second Lien Secured Claims, and Allowed Equity Interests in Parent in accordance with the First Lien Consensual Treatment, the Second Lien Consensual Treatment, and the Parent Equity Consensual Treatment, respectively, incorporate and reflect the compromises and settlements under Bankruptcy Rule 9019 (the “**9019 Settlements**”) of certain issues relating to (a) the rights and benefits of holders of First Lien Secured Claims, Second Lien Secured Claims, General Unsecured Claims, and Equity Interests in Parent, (b) the validity, enforceability, and priority of certain First Lien Secured

Claims and Second Lien Secured Claims, and (c) whether the Non-Cash Assets, Cash, and the Unencumbered Assets constitute Collateral, as set forth in the First Lien Consensual Treatment, the Second Lien Consensual Treatment, and the Parent Equity Consensual Treatment, respectively. The Plan shall constitute a motion to approve the First Lien Consensual Treatment, the Second Lien Consensual Treatment, and the Parent Equity Consensual Treatment, respectively. Subject to (i) the occurrence of the Effective Date, and (ii) acceptance of the Plan and nonacceptance of the Debtors' Plan by holders of First Lien Secured Claims, acceptance of the Plan and nonacceptance of the Debtors' Plan by holders of Second Lien Secured Claims, or acceptance of the Plan and nonacceptance of the Debtors' Plan by holders of Equity Interests in Parent, as applicable, entry of the Confirmation Order shall constitute approval of the First Lien Consensual Treatment, the Second Lien Consensual Treatment, and the Parent Equity Consensual Treatment, respectively, and a finding by the Bankruptcy Court that the First Lien Consensual Treatment, the Second Lien Consensual Treatment, and the Parent Equity Consensual Treatment, respectively, is in the best interest of the Debtors, their estates, creditors, and other parties in interest. If the Effective Date does not occur, the 9019 Settlements shall be deemed to have been withdrawn without prejudice to the respective positions of the parties.

## **6.6 Cancellation of Existing Securities and Agreements**

Except for purposes of evidencing a right to distributions herein or otherwise provided herein, on the Effective Date all the agreements and other documents evidencing the Claims or rights of any holder of a Claim against the Debtors, including the Indenture and the Notes evidencing such Claims and any options or warrants to purchase Equity Interests, or obligating the Debtors to issue, transfer, or sell Equity Interests or any other capital stock of the Debtors, shall be canceled; *provided*, that the Indenture shall continue in effect solely for the purposes of (a) allowing the Indenture Trustee to make any distributions on account of Allowed General Unsecured Claims in Class 5 pursuant to the Plan and to perform such other necessary administrative functions with respect thereto, and (b) permitting the Indenture Trustee to maintain any rights or liens they may have for fees, costs, expenses, and indemnities under the Indenture.

## **6.7 Preservation of Certain Causes of Action; Defenses**

As provided in the New Constituent Documents, unless any Causes of Action against any Entity are expressly waived, relinquished, exculpated, released, compromised, or settled hereunder or by a Final Order in accordance with section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan Administrator shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action and Claim Objections that belong to the Debtors, against any Entity, including any creditor of the Debtors, whether arising before or after the Petition Date, and the rights of the Plan Administrator to commence, prosecute, or settle such Causes of Action, Claims Objections, and all defenses and counterclaims to all Claims asserted against the Debtors and their estates, including setoff, recoupment, and any rights under section 502(d) of the Bankruptcy Code, shall be fully preserved notwithstanding the occurrence of the Effective Date.

As provided in the New Constituent Documents, on and after the Effective Date, the Plan Administrator shall have the exclusive right to pursue, abandon, settle, or release any and all Causes of Action and Claim Objections as it deems appropriate, in accordance with the best interests of the Debtors and holders of Allowed Claims and Allowed Equity Interests in such Debtors, without the need to obtain approval or any other or further relief from the Bankruptcy Court. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against such Entity as any indication that the Plan Administrator will not pursue any and all available Causes of Action against such Entity. The Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim

preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan.

#### **6.8 Substantive Consolidation for Limited Purposes**

The Plan serves as a motion seeking, and entry of the Confirmation Order shall constitute, the approval, pursuant to section 105(a) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of Geodyne Resources, Inc.; Samson Contour Energy Co.; Samson Contour Energy E&P, LLC; Samson Holdings, Inc.; Samson International, Ltd.; Samson Investment Company; Samson Lone Star, LLC; and Samson Resources Company, and their respective estates, into Parent for voting, confirmation, and distribution purposes under the Plan. For the avoidance of doubt, the Plan shall not serve as a motion by the Debtors seeking entry of an order substantively consolidating the Debtors for any other purposes. The limited substantive consolidation described herein shall not affect the legal and organizational structure of the Debtors or their separate corporate existence or any prepetition or postpetition guaranties, Liens, or security interests that are required to be maintained under the Bankruptcy Code, under the Plan, or, with respect to Executory Contracts or Unexpired Leases that were assumed or entered into during the Chapter 11 Cases.

If the Debtors' estates are not substantively consolidated in accordance with this Section 6.8, then (a) the Plan shall be deemed to constitute a separate sub-Plan for each of the Debtors and each Class of Claims against or Equity Interests in the Debtors shall be deemed to constitute separate sub-Classes of Claims against and Equity Interests in each of the Debtors, as applicable, (b) the confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied separately with respect to each sub-Plan, (c) any Claim against any of the Debtors shall be treated as a Claim only against the applicable Debtor for purposes of voting and confirmation, (d) such Claims shall be administered as provided in the Plan, (e) the Debtors shall not, nor shall they be required to, resolicit votes with respect to the Plan, nor will the failure of the Bankruptcy Court to approve limited substantive consolidation of the Debtors alter the distributions set forth herein, and (f) the Plan constitutes a separate chapter 11 plan for each Debtor, each of which shall include the classifications set forth above. For the avoidance of doubt, to the extent a Class contains Allowed Claims or Allowed Equity Interests with respect to a particular Debtor, each Class is designated with respect to such Debtor. To the extent there are no Allowed Claims or Allowed Equity Interests with respect to a particular Debtor, such Class is deemed to be omitted with respect to such Debtor.

#### **6.9 Intercompany Claims**

Except as otherwise determined by the Committee prior to the Effective Date, Intercompany Claims shall (a) be reinstated, (b) remain in place subject to such revised documentation as may be appropriate, (c) be modified or cancelled as of the Effective Date, (d) be satisfied through Cash transfers to address the treatment of certain foreign obligations, or (e) with respect to certain Intercompany Claims in respect of goods, services, interest, and other amounts that would have been satisfied in Cash directly or indirectly in the ordinary course of business had they not been outstanding as of the Petition Date, may be settled in Cash; *provided*, that nothing in this Section 6.9 shall affect or otherwise alter the distributions to be made to holders of Allowed Claims pursuant to the Plan.

**ARTICLE VII.  
PROCEDURES FOR DISPUTED CLAIMS**

**7.1 Objections to Claims**

The Debtors' rights to object to, oppose, and defend against all Claims on any basis are fully preserved. As of the Effective Date, Claim Objections and requests for estimation of all Claims against the Debtors may be interposed and prosecuted only by the Plan Administrator. Claim Objections and requests for estimation of Claims shall be filed with the Bankruptcy Court and served on the holder of the Claim on or before the later of (a) the date that is one hundred and eighty (180) days after the Effective Date, and (b) such later date as may be fixed by the Bankruptcy Court for cause shown.

**7.2 No Distribution Pending Allowance**

Notwithstanding any other provision hereof and unless otherwise agreed to by the holder of a Claim and the Committee or the Plan Administrator, as applicable, if any portion of a Claim is a Disputed Claim, no distribution shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

**7.3 Resolution of Disputed Claims**

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, following the Effective Date, the Plan Administrator shall have the right to the exclusion of all others (except as to applications for allowances of compensation and reimbursement of expenses under sections 330 and 503 of the Bankruptcy Code) to make and file Claim Objections and shall serve a copy of each Claim Objection upon the holder of the Claim to which the Claim Objection is made as soon as is reasonably practicable. From and after the Confirmation Date, all Claim Objections shall be litigated to a Final Order except to the extent that the Debtors or the Plan Administrator, as applicable, elects to withdraw any such Claim Objection or the Debtors or the Plan Administrator, as applicable, and the holder of a Claim elect to compromise, settle, or otherwise resolve any such Claim Objection, in which event they may settle, compromise, or otherwise resolve any Disputed Claim without approval of the Bankruptcy Court.

**7.4 Estimation**

The Debtors or the Plan Administrator, as applicable, may at any time request that the Bankruptcy Court estimate any Contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Plan Administrator previously objected to such Claim, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time, including, without limitation, during the pendency of any appeal relating to any such Claim Objection. In the event that the Bankruptcy Court estimates any Contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors or the Plan Administrator, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. On and after the Confirmation Date, Claims that have been estimated may be compromised, settled, withdrawn, or otherwise resolved subsequently, without further order of the Bankruptcy Court.

## **7.5 Allowance of Disputed Claims**

If, on or after the Effective Date, any Disputed Claim becomes, in whole or in part, an Allowed Claim, the Plan Administrator, as applicable, shall, no later than the fifteenth (15th) Business Day of the first month following the month in which the Disputed Claim becomes an Allowed Claim, distribute to the holder thereof the distributions, if any, that such holder would have received had its Claim been Allowed on the Effective Date, except as otherwise provided herein.

## **7.6 Disallowance of Certain Claims**

Any Claims from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code, including any Claims by a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and no distributions on account of such Claims may be made hereunder until the respective Cause of Action has been resolved by settlement or determination by Final Order and the amount set forth therein has been paid or turned over to the Debtors.

# **ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

## **8.1 Executory Contracts and Unexpired Leases**

Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all Executory Contracts and Unexpired Leases shall be deemed rejected, as of the Effective Date, except for any Executory Contract or Unexpired Lease (a) that has been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (b) is the subject of a separate motion to assume or reject filed under section 365 of the Bankruptcy Code prior to the Confirmation Date, or (c) that is specifically designated in the Plan Supplement as an Executory Contract or Unexpired Lease to be assumed; *provided*, that the Committee reserves the right, on or prior to the Confirmation Date, to amend the Plan Supplement to remove any Executory Contract or Unexpired Lease therefrom or to add any Executory Contract or Unexpired Lease thereto, in which event such Executory Contract(s) or Unexpired Lease(s) shall, as of the Effective Date, be deemed to be rejected or assumed, respectively. The Committee shall provide notice of any amendments to the Plan Supplement to the parties to the Executory Contracts and Unexpired Leases affected thereby. The listing of or failure to list a document in the Plan Supplement shall not constitute an admission by the Debtors that such document is or is not an Executory Contract or an Unexpired Lease or that the Debtors have any liability thereunder.

## **8.2 Approval of Assumption and Rejection of Executory Contracts and Unexpired Leases**

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute (a) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to the Plan, and (b) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the Executory Contracts and Unexpired Leases rejected pursuant to the Plan. To the extent any provision of an Executory Contract or Unexpired Lease to be assumed by any of the Debtors under the Plan limits such Debtor's ability to assign such Executory Contract or Unexpired Lease, the effectiveness of such provision shall be limited or nullified to the full extent provided in section 365(f) of the Bankruptcy Code.

### **8.3 Cure of Defaults**

Except as otherwise agreed to by the applicable counterparty to an Executory Contract or Unexpired Lease and the Committee or the Plan Administrator, as applicable, within thirty (30) days after the Effective Date, any and all undisputed defaults under any Executory Contract or Unexpired Lease assumed by the Debtors pursuant to the Plan in accordance with section 365(b) of the Bankruptcy Code shall be cured. All disputed defaults that are required to be cured shall be cured either within thirty (30) days of the date on which the order determining the amount, if any, of the Debtors' liability with respect thereto becomes a Final Order or as otherwise be agreed to by the applicable counterparty and the Committee or the Plan Administrator, as applicable.

### **8.4 Rejection Claims**

In the event that the rejection of an Executory Contract or Unexpired Lease by the Debtors pursuant to the Plan results in damages to the other party or parties to such Executory Contract or Unexpired Lease, a Claim for such damages, if not heretofore evidenced by a filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors, the Plan Administrator, or any property to be distributed under the Plan or the Debtors unless a proof of claim is filed with the Bankruptcy Court and served upon the Debtors or the Plan Administrator, as applicable, on or before the date that is thirty (30) days after the Confirmation Date.

### **8.5 Preservation of Hydrocarbon Interests**

Except as otherwise determined by the Committee prior to the Effective Date, notwithstanding any other provision herein, on and after the Effective Date, (a) all Hydrocarbon Interests shall be preserved and remain in full force and effect in accordance with the terms of the granting instruments or other governing documents applicable to such Hydrocarbon Interests, and (b) unless a Hydrocarbon Interest is abandoned on the Effective Date, the Hydrocarbon Interests shall be divested, sold, or otherwise disposed of at the sole discretion of the Plan Administrator.

### **8.6 Insurance Policies**

To the extent that any of the Debtors' insurance policies and any agreements, documents, or instruments with insurers relating thereto constitute Executory Contracts, such Executory Contracts, other than the D&O Liability Insurance Policies, shall be deemed assumed under the Plan. Nothing contained herein shall constitute or be deemed a waiver of any Causes of Action that the Debtors may hold against any Entity, including, without limitation, the insurer under any of the Debtors' policies of insurance.

## **ARTICLE IX. EFFECTIVENESS OF THE PLAN**

### **9.1 Condition Precedent to Confirmation**

The following is a condition precedent to the confirmation of the Plan:

- (a) The Bankruptcy Court shall have entered a Confirmation Order in form and substance satisfactory to the Committee.

### **9.2 Conditions Precedent to Effective Date**

The following are conditions precedent to the Effective Date of the Plan:

- (a) No stay of the Confirmation Order shall then be in effect;
- (b) All actions and all agreements, instruments, or other documents necessary to implement the terms and provisions of the Plan are effected or executed and delivered, as applicable, in form and substance satisfactory to the Committee;
- (c) All authorizations, consents, and regulatory approvals, if any, required by the Debtors in connection with the consummation of the Plan are obtained and not revoked;
- (d) The certificate of incorporation and bylaws of the Debtors shall have been amended to the extent necessary to effectuate the Plan; and
- (e) There shall be sufficient Cash to pay the sum of (i) Allowed Administrative Expenses, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, and Fee Claims that have not been paid, (ii) an amount that would be required to distribute to holders of Disputed Administrative Expenses, Disputed Priority Tax Claims, Disputed Other Secured Claims, and Disputed Other Priority Claims if all such Claims are subsequently Allowed, as set forth more fully in Article VII hereof, and (iii) an amount that would be required to satisfy all the Debtors' costs and expenses in connection with the Debtors' obligations under the Plan.

### **9.3 Satisfaction of Conditions**

Any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action. If the Committee decides that one of the conditions precedent set forth in Section 9.2 hereof cannot be satisfied and the occurrence of such condition is not waived or cannot be waived, then the Committee shall file a notice of the failure of the Effective Date with the Bankruptcy Court.

### **9.4 Effect of Nonoccurrence of Conditions to Consummation**

If each of the conditions to consummation and the occurrence of the Effective Date has not been satisfied or duly waived on or before the first Business Day that is one hundred twenty (120) days after the Confirmation Date, or such later date as determined by the Committee, the Confirmation Order may be vacated by the Bankruptcy Court. If the Confirmation Order is vacated pursuant to this Section 9.4, the Plan shall be null and void in all respects and nothing contained in the Plan shall constitute a waiver or release of any Claims against any of the Debtors.

## **ARTICLE X. EFFECT OF CONFIRMATION**

### **10.1 Vesting of Assets**

Upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the estate of a Debtor shall vest in that Debtor free and clear of all Claims, Liens, Encumbrances, charges, and other interests, except as provided herein. Pursuant to the New Constituent Documents, from and after the Effective Date, the Debtors, acting through the Plan Administrator, may take any action, including, without limitation, the operation of their businesses, the use, acquisition, sale, lease, and disposition of property, and the entry into transactions, agreements, understandings, or

arrangements, whether in or outside the ordinary course of business, and execute, deliver, implement, and fully perform any and all obligations, instruments, and documents in connection with any of the foregoing, free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code, except as explicitly provided herein.

## **10.2 Release of Assets**

Until the Effective Date, the Bankruptcy Court shall retain jurisdiction of the Debtors and their assets and properties. Thereafter, the jurisdiction of the Bankruptcy Court shall be limited to the subject matter set forth in Article XI hereof.

## **10.3 Term of Injunctions or Stays**

Unless otherwise expressly provided herein, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the closing of the Chapter 11 Cases.

## **10.4 Injunction**

On and after the Confirmation Date, all Entities are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively, or otherwise) on account of or respecting any claim, debt, right, or cause of action of the Debtors for which the Debtors or the Plan Administrator, as applicable, retains sole and exclusive authority to pursue in accordance with the Plan.

## **10.5 Injunction Against Interference with Plan**

Upon entry of the Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any action to interfere with the implementation or consummation of the Plan.

# **ARTICLE XI. RETENTION OF JURISDICTION**

## **11.1 Jurisdiction of Bankruptcy Court**

The Bankruptcy Court shall retain jurisdiction of all matters arising under, arising out of, or related to the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

- (a) To hear and determine motions for the assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases and the allowance of Claims resulting therefrom;
- (b) To determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date, including, without limitation, any proceeding to recover a Cause of Action and any motion to approve any Asset Sales;
- (c) To ensure that distributions to holders of Allowed Claims and Allowed Equity Interests are accomplished as provided herein;



(d) To consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim;

(e) To enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(f) To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(g) To hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) To hear and determine all applications under sections 330, 331, and 503(b) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date;

(i) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, any Creditor Trust, any Creditor Trust Agreement, any transactions or payments contemplated hereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(j) To take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan or to maintain the integrity of the Plan following consummation;

(k) To recover all assets of the Debtors and property of the Debtors' estates, wherever located;

(l) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(m) To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including, without limitation, matters with respect to any taxes payable by a trust or reserve established in furtherance of the Plan);

(n) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code; and

(o) To enter a final decree closing the Chapter 11 Cases.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS**

### **12.1 Dissolution of the Committee**

On the Effective Date, the Committee shall dissolve; *provided*, that following the Effective Date, the Committee shall continue to have standing and a right to be heard with respect to (a) Fee Claims

and/or applications for compensation by professionals and requests for allowance of Administrative Expenses for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code, (b) any appeals of the Confirmation Order that remain pending as of the Effective Date to which the Committee is a party, and (c) responding to creditor inquiries for one hundred eighty (180) days following the Effective Date. Upon the dissolution of the Committee, the current and former members of the Committee, and their officers, employees, counsel, advisors, and agents, shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases, and the retention or employment of the Committee's respective attorneys, accountants, and other agents shall terminate, except that the Committee and its professionals shall have the right to pursue, review, and object to any applications for compensation and reimbursement of expenses filed in accordance with Section 2.2 hereof. The Plan Administrator, in its discretion and in accordance with its fiduciary duties, may retain the same Professionals as those that had been retained by the Committee.

## **12.2 Substantial Consummation**

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

## **12.3 Exemption from Transfer Taxes**

Pursuant to section 1146(c) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition of assets contemplated by the Plan (including transfers of assets to and by the and Creditor Trust) shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use, or other similar tax.

## **12.4 Release**

**As of the Effective Date, the Debtors release the Released Parties from any and all Causes of Action held by, assertable on behalf of, or derivative from the Debtors, in any way relating to the Debtors, the Chapter 11 Cases, the Plan, negotiations regarding or concerning the Plan, and the ownership, management, and operation of the Debtors, except for actions found by Final Order to be willful misconduct (including, but not limited to, conduct that results in a personal profit at the expense of the Debtors' estates), gross negligence, fraud, malpractice, criminal conduct, unauthorized use of confidential information that causes damages, breach of fiduciary duty (to the extent applicable), and *ultra vires* acts.**

## **12.5 Voluntary Releases by Holders of Claims and Equity Interests**

**As of the Effective Date, in consideration of the distributions to be made hereunder and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally, and individually and collectively releases the Released Parties from any and all Causes of Action held by, assertable on behalf of, or derivative from, the Debtors, in any way relating to the Debtors, the Chapter 11 Cases, the Plan, negotiations regarding or concerning the Plan, and the ownership, management, and operation of the Debtors, except for actions found by Final Order to be willful misconduct (including, but not limited to, conduct that results in a personal profit at the expense of the Debtors' estates), gross negligence, fraud, malpractice, criminal conduct, unauthorized use of confidential information that causes damages, breach of fiduciary duty (to the extent applicable), and *ultra vires* acts.**

## **12.6 Exculpation**

To the maximum extent permitted by applicable law, the Exculpated Parties shall not have or incur any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of the Chapter 11 Cases, negotiations regarding or concerning the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for actions found by Final Order to be willful misconduct, gross negligence, fraud, malpractice, criminal conduct, unauthorized use of confidential information that causes damages, breach of fiduciary duty (to the extent applicable), and *ultra vires* acts, and, in all respects, the Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. Following entry of the Confirmation Order, the Bankruptcy Court shall retain exclusive jurisdiction to consider any and all claims against any of the Exculpated Parties involving or relating to the administration of the Chapter 11 Cases, any rulings, orders, or decisions in the Chapter 11 Cases, or any aspects of the Debtors' Chapter 11 Cases, including the development and implementation of the Plan, the decisions and actions taken during the Chapter 11 Cases, and any asserted claims based upon or related to prepetition obligations or equity interests administered in the Chapter 11 Cases for the purpose of determining whether such claims belong to the Debtors' estates or third parties. In the event it is determined that any such claims belong to third parties, then, subject to any applicable subject matter jurisdiction limitations, the Bankruptcy Court shall have exclusive jurisdiction with respect to any such litigation, subject to any determination by the Bankruptcy Court to abstain and consider whether such litigation should more appropriately proceed in another forum.

## **12.7 Discharge**

Except as expressly provided in the Plan, upon the date that all distributions under the Plan have been made, (a) each holder (as well as any trustees and agents on behalf of each holder) of a Claim against or Equity Interest in a Debtor shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Equity Interests, rights, and liabilities that arose prior to the Effective Date, and (b) all such holders shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any discharged Claim against or terminated Equity Interest in the Debtors

## **12.8 Release of Liens**

Upon payment in Cash in full of an Allowed Secured Claim, all Liens and Encumbrances securing such Claim shall be fully waived, released, and discharged, without any further approval or order of the Bankruptcy Court, and the Plan Administrator shall be authorized to take any action required under applicable law to effectuate the foregoing, if necessary.

## **12.9 Third Party Agreements**

The distributions to the various Classes of Claims and Equity Interests hereunder (a) shall not affect the right of any Entity to levy, garnish, attach, or employ any other legal process with respect to such distributions by reason of any claimed subordination rights or otherwise, all of which rights and any agreements relating thereto shall remain in full force and effect, except as compromised and settled hereunder, and (b) shall be subject to and modified by any Final Order directing distributions other than as provided hereunder. The right of the Plan Administrator to seek subordination of any Claim or Equity Interest pursuant to section 510 of the Bankruptcy Code is fully reserved (except as otherwise provided

pursuant to the any of the 9019 Settlements), and the treatment afforded any Claim or Equity Interest that becomes a subordinated Claim or subordinated Equity Interest at any time shall be modified to reflect such subordination. Unless the Confirmation Order provides otherwise, no distributions shall be made on account of a subordinated Claim or subordinated Equity Interest.

#### **12.10 Post-Effective Date Fees and Expenses**

(a) Fees and Expenses of Professionals. After the Effective Date, the Plan Administrator shall, in the ordinary course of business and without the need to obtain approval by the Bankruptcy Court, pay the reasonable fees and expenses, incurred on and after the Effective Date, of the Professionals employed by the Debtors in connection with the implementation and consummation of the Plan, the claims reconciliation process, and any other matters as to which such Professionals may be engaged. The fees and expenses of such Professionals shall be paid within ten (10) Business Days after submission of a detailed invoice therefor. If the Debtors or the Plan Administrator, as applicable, dispute the reasonableness of any such invoice, the undisputed portion of such invoice shall be timely paid, and the Debtors or the Plan Administrator, as applicable, or the affected Professional may submit such dispute to the Bankruptcy Court for a determination of the reasonableness of such invoice.

(b) Fees and Expenses of Debtors and Plan Administrator. The fees and expenses of the Debtors and the Plan Administrator shall be paid in the ordinary course of business without any further Bankruptcy Court approval.

#### **12.11 Payment of Statutory Fees**

On the Effective Date, and thereafter as may be required, the Debtors, and after the Effective Date, the Plan Administrator, shall pay all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

#### **12.12 Modification of Plan**

Upon reasonable notice to the Debtors, the Plan may be amended, modified, or supplemented by the Committee in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise directed by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially adversely affect the treatment of holders of Claims or Equity Interests under the Plan, the Committee (and as of the Effective Date, the Plan Administrator) may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan. Prior to the Effective Date, the Committee may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court; *provided*, that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Equity Interests.

#### **12.13 Revocation or Withdrawal of the Plan**

The Committee reserves the right to revoke or withdraw the Plan at any time prior to the Confirmation Date. If the Committee takes such action, the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claim by or against the Debtors or any other Entity or to prejudice in any manner the rights of the Debtors, the Committee, or any other Entity in any further proceedings involving the Debtors or the Committee.

#### **12.14 Courts of Competent Jurisdiction**

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

#### **12.15 Severability**

If, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Committee, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

#### **12.16 Governing Law**

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit or schedule to the Plan or the Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to its principles of conflict of law thereof.

#### **12.17 Exhibits and Schedules**

The exhibits and schedules to the Plan or the Plan Supplement are incorporated into and as part of the Plan as if set forth herein.

#### **12.18 Successors and Assigns.**

All the rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and/or assigns of such Entity.

#### **12.19 Time**

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

#### **12.20 Notices**

All notices, requests, and demands to or upon the Debtors, the Committee, or the Plan Administrator to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered, addressed as follows:

If to the Debtors:

Samson Resources Corporation  
Two West Second Street  
Tulsa, Oklahoma 74103  
Attn.: Andrew Kidd  
Telephone: (918) 591-1791

*with a copy to:*

Kirkland & Ellis LLP  
Kirkland & Ellis International LLP  
601 Lexington Avenue  
New York, New York 10022  
Attn.: Joshua A. Sussberg, P.C.  
Telephone: (212) 446-4800  
E-mail: joshua.sussberg@kirkland.com

-and-

Kirkland & Ellis LLP  
Kirkland & Ellis International LLP  
300 North LaSalle Drive  
Chicago, Illinois 60654  
Attn.: Ross M. Kwasteniet and Brad Weiland  
Telephone: (312) 862-2000  
E-mail: ross.kwasteniet@kirkland.com  
brad.weiland@kirkland.com

If to the Committee:

WHITE & CASE LLP  
Southeast Financial Center, Suite 4900  
200 South Biscayne Blvd.  
Miami, FL 33131  
Attn.: Thomas E Lauria  
Telephone: (305) 371-2700  
E-mail: tlauria@whitecase.com

-and-

WHITE & CASE LLP  
1155 Avenue of the Americas  
New York, NY 10036  
Attn.: J. Christopher Shore, Michele J. Meises, Thomas MacWright, and John J. Ramirez  
Telephone: (212) 819-8200  
E-mail: cshore@whitecase.com  
michele.meises@whitecase.com  
tmacwright@whitecase.com  
john.ramirez@whitecase.com

If to the Plan Administrator, to such Person designated in the Plan Supplement.

Dated: Wilmington, Delaware  
October 18, 2016

Respectfully submitted,

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF SAMSON  
RESOURCES CORPORATION *ET AL.*

By: /s/ Matthew Halbower

Name: Matthew Halbower

Title: Chief Executive Officer of Pentwater Capital  
Management LP, solely in its capacity as a member of  
the Committee and not in its individual capacity

**SCHEDULE 1**

**GLOSSARY OF DEFINED TERMS**



## SCHEDULE 1

### GLOSSARY OF DEFINED TERMS

The following terms used herein shall have the respective meanings defined below (such meanings to be equally applicable to both the singular and plural):

1. **“2011 Acquisition”** means the December 2011 leveraged buyout of the Debtors.
2. **“Additional 2015 Mortgages”** means any mortgages granted to the First Lien Agent or the Second Lien Agent in 2015.
3. **“Administrative Expense”** means a Claim for costs or expenses of administration of any of the Chapter 11 Cases arising on or prior to the Effective Date and allowed under sections 503(b), 507(a)(2), or 1114(e) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2) of the Bankruptcy Code that have not already been paid by the Debtors, including, without limitation, (a) any actual and necessary costs and expenses of preserving the Debtors’ estates, (b) any actual and necessary costs and expenses of operating the Debtors’ businesses, (c) any indebtedness or obligations incurred or assumed by the Debtors, as debtors in possession, during the Chapter 11 Cases, including, without limitation, Fee Claims and requests for compensation and reimbursement of expenses to the extent allowed by Final Order under section 503 of the Bankruptcy Code, and (d) any fees or charges assessed against the Debtors’ estates under section 1930 of chapter 123 of title 28 of the United States Code.
4. **“Allowance Date”** means, with respect to any Claim that is not Allowed as of the Effective Date, the date on which such Claim becomes an Allowed Claim.
5. **“Allowed”** means with respect to any Claim, except as otherwise provided herein: (a) any Claim against any Debtor that has been listed by such Debtor in the Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not contingent or disputed, and for which no contrary Proof of Claim has been filed; (b) any Claim listed on the Schedules or timely filed Proof of Claim, as to which no objection to allowance has been, or subsequently is, interposed in accordance with Article VII hereof or prior to the expiration of such other applicable period of time fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order to the extent such Final Order is in favor of the respective holder; or (c) any Claim expressly allowed by a Final Order or hereunder. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor. For the avoidance of doubt, a Proof of Claim filed after the Claims Bar Date shall not be Allowed for any purposes whatsoever until entry of an order allowing such late-filed Claim has become a Final Order. “Allow” and “Allowing” shall have correlative meanings.
6. **“Asset Sale Proceeds”** means the net Cash proceeds of any Asset Sales.
7. **“Asset Sales”** means one or more sales, transfers, or liquidation of the Non-Cash Assets for Cash.
8. **“Auction”** means an auction for the sale of any of the Non-Cash Assets to be conducted on or before the Effective Date.

9. **“Avoidance Action”** means any Cause of Action commenced, or that may be commenced, by or on behalf of the Debtors’ estates before or after the Effective Date pursuant to chapter 5 of the Bankruptcy Code.
10. **“Ballot”** means the form(s) distributed to holders of impaired Claims that are entitled to vote to accept or reject the Plan on which is to be indicated the acceptance or rejection of the Plan.
11. **“Bankruptcy Code”** means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.
12. **“Bankruptcy Court”** means the United States Bankruptcy Court for the District of Delaware having subject matter jurisdiction over the Chapter 11 Cases and, to the extent of any withdrawal of reference made under section 157(d) of title 28 of the United States Code and/or the General Order of the District Court pursuant to section 151 of title 28 of the United States Code, the United States District Court for the District of Delaware.
13. **“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.
14. **“Bidding Procedures Assets”** means the assets of the Debtors that are sold pursuant to the order entered by the Bankruptcy Court on September 30, 2016 [D.I. 1425].
15. **“Business Day”** means any day other than a Saturday, a Sunday, or a legal holiday (as such term is defined in Bankruptcy Rule 9006(a)).
16. **“Cash”** means the legal tender of the United States of America.
17. **“Cash Collateral Orders”** means the interim orders entered by the Bankruptcy Court on September 25, 2015 [D.I. 111], November 4, 2015 [D.I. 316], November 20, 2015 [D.I. 379], December 17, 2015 [D.I. 483], January 26, 2016 [D.I. 610], March 21, 2016 [D.I. 789], and June 3, 2016 [D.I. 1016], as may be amended or entered on a further interim or final basis.
18. **“Causes of Action”** means, without limitation, any and all actions, the Avoidance Actions, proceedings, causes of action, controversies, liabilities, obligations, rights, rights of setoff, recoupment rights, suits, damages, judgments, accounts, defenses, offsets, powers, privileges, licenses, franchises, Claims, counterclaims, crossclaims, affirmative defenses, and demands of any kind or character whatsoever, whether known or unknown, asserted or unasserted, reduced to judgment or otherwise, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or indirectly, existing or hereafter arising, in contract or in tort, in law, in equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date. Without limiting the generality of the foregoing, when referring to Causes of Action of the Debtors or their estates, Causes of Action shall include (a) all rights of setoff, counterclaim, or recoupment and Claims on contracts or for breaches of duties imposed by law or equity; (b) Claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; (c) the right to object to Claims or Interests; (d) Claims and defenses such as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state or foreign law fraudulent transfer or similar claim.

19. “**Chapter 11 Cases**” means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on the Petition Date in the Bankruptcy Court and currently styled *In re Samson Resources Corp., et al.*, Ch. 11 Case No. 15-11934 (CSS) (Jointly Administered).

20. “**Claim**” has the meaning set forth in section 101(5) of the Bankruptcy Code and, for the avoidance of doubt, includes Administrative Expenses.

21. “**Claim Objection**” means any objection, application, motion, complaint or any other legal proceeding that may be pending or instituted in the Bankruptcy Court seeking, in whole or in part, to disallow, determine, liquidate, classify, reclassify, or establish the priority, expunge, subordinate, or estimate any Claim (including the resolution of any request for payment of an Administrative Expense).

22. “**Claims Bar Date**” means the date fixed by the order entered by the Bankruptcy Court on October 16, 2015 [D.I. 224] by which Proofs of Claim must be filed against the Debtors.

23. “**Class**” means any group of Claims or Equity Interests classified herein pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

24. “**Collateral**” means any property or interest in property of the estate of any Debtor subject to a lien, charge, or other Encumbrance to secure the payment or performance of a Claim, which lien, charge, or other Encumbrance is not subject to avoidance under the Bankruptcy Code.

25. “**Committee**” means the statutory committee of unsecured creditors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code on September 30, 2015 [D.I. 129].

26. “**Confirmation Date**” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket in the Chapter 11 Cases.

27. “**Confirmation Hearing**” means the hearing to be held by the Bankruptcy Court to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

28. “**Confirmation Order**” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

29. “**Contingent**” means, with reference to a Claim, a Claim the liability for which attaches or is dependent upon the occurrence or happening of, or is triggered by, an event, which event has not yet occurred, happened, or been triggered as of the date on which such Claim is sought to be estimated or a Claim Objection to such Claim is filed, whether or not such event is within the actual or presumed contemplation of the holder of such Claim and whether or not a relationship between the holder of such Claim and the applicable Debtor now or hereafter exists or previously existed.

30. “**Creditor Trust**” means a trust that may be created after the Effective Date in accordance with the provisions of Section 6.4 hereof and a Creditor Trust Agreement for the benefit of holders of Allowed Claims or Allowed Equity Interests and as determined by the Plan Administrator consistent with the purposes of any such Creditor Trust pursuant to Section 6.4(b) hereof.

31. “**Creditor Trust Agreement**” means an agreement evidencing the terms and provisions governing a Creditor Trust that shall be entered into prior to the establishment of such Creditor Trust.

32. “**Creditor Trust Assets**” means the assets of a Debtor or Non-Debtor Subsidiary to be transferred to a Creditor Trust as may be determined by the Plan Administrator, which shall be described in a Creditor Trust Agreement.

33. “**Creditor Trust Beneficiaries**” means those holders of Allowed Claims against or Allowed Equity Interests in a Debtor to the extent such holders receive Creditor Trust Interests.

34. “**Creditor Trustee**” means the Person appointed by the Plan Administrator prior to the creation of a Creditor Trust to administer such Creditor Trust in accordance with the provisions of Section 6.4 hereof and a Creditor Trust Agreement; *provided*, that under no circumstance shall a Creditor Trustee be a director or officer with respect to any entity over which the Creditor Trust has control. The Plan Administrator may be a Creditor Trustee.

35. “**Creditor Trust Interests**” means the non-certificated beneficial interest of a Creditor Trust allocable to holders of Allowed Claims and/or Equity Interests in accordance with the terms and conditions of a Creditor Trust Agreement, which may or may not be transferable.

36. “**D&O Liability Insurance Policies**” means all insurance policies (including any “tail policy”) of any of the Debtors for current or former directors’, managers’, and officers’ liability.

37. “**Debtors**” means Geodyne Resources, Inc.; Samson Contour Energy Co.; Samson Contour Energy E&P, LLC; Samson Holdings, Inc.; Samson-International, Ltd.; Samson Investment Company; Samson Lone Star, LLC; Samson Resources Company; and Samson Resources Corporation, whether prior to or on and after the Effective Date.

38. “**Debtors’ Plan**” means the *Second Amended Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and its Debtor Affiliates*, filed on September 2, 2016 [D.I. 1316], as amended from time to time.

39. “**Disallowed**” means, with respect to any Claim or a portion of a Claim, any Claim against any Debtor that (a) has been disallowed by a Final Order of the Bankruptcy Court, (b) has been listed by such Debtor in the Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as \$0, contingent, disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Expense has been timely filed or deemed timely filed pursuant to any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or the Plan, (c) has been agreed to by the holder of such Claim and the applicable Debtor to be equal to \$0 or to be expunged, or (d) has not been listed by such Debtor on the Schedules and as to which no Proof of Claim or request for payment of an Administrative Expense has been timely filed or deemed timely filed pursuant to any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or the Plan.

40. “**Disclosure Statement**” means the joint disclosure statement relating to the Plan and the Second Amended Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, prepared jointly by the Debtors and the Committee, which shall be in form and substance reasonably acceptable to the Debtors and the Committee.

41. “**Disputed**” means a Claim or request for payment of an Administrative Expense, or any portion thereof, that is neither Allowed nor Disallowed.

42. **“Disputed Claims Reserve”** means the reserve of the Debtors’ assets allocable to, or retained on account of, Disputed Claims.
43. **“Distribution Date”** means, with respect to any Claim, the Effective Date, unless such Claim is not an Allowed Claim as of the Effective Date, in which case, the Distribution Date shall be the Allowance Date; *provided*, that if, after the initial distribution is made hereunder in respect of an Allowed Claim or Class of Claims, such Claim or Class of Claims has not been paid in full, then Distribution Date includes the date or dates upon which the Plan Administrator determines to make, or the Bankruptcy Court orders the Plan Administrator to make, subsequent distributions in respect of such Claim or Class of Claims.
44. **“Distribution Record Date”** means the date for determining which holders of Claims or Equity Interests are eligible to receive distributions under the Plan and shall be the Voting Deadline or such other date as designated in a Final Order of the Bankruptcy Court.
45. **“Effective Date”** means a Business Day on or after the Confirmation Date specified by the Debtors and the Committee on which (a) no stay of the Confirmation Order is in effect, and (b) the conditions to the effectiveness of the Plan specified in Section 9.2 hereof have been satisfied or otherwise effectively waived.
46. **“Encumbered Cash”** means all Cash of the Debtors that (a) does not constitute Unencumbered Assets and (b) constitutes Collateral, after the following amounts required to be paid under the Plan have been paid in full in Cash: (w) Administrative Expenses, (x) Priority Tax Claims, (y) Other Secured Claims, and (z) Other Priority Claims.
47. **“Encumbered Cash Account”** means the account held by the Debtors that holds the Encumbered Cash.
48. **“Encumbrance”** means, with respect to any asset, any mortgage, lien, pledge, charge, security interest, assignment, or encumbrance of any kind or nature in respect of such asset (including, without limitation, any conditional sale or other title retention agreement, any security agreement, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).
49. **“Entity”** means an individual, corporation, partnership, limited liability company, association, joint stock company, joint venture, estate, trust, unincorporated organization, government, or any political subdivision thereof, or other Person or entity.
50. **“Equity Interest”** means the interest of any holder of an equity security of any of the Debtors represented by any issued and outstanding shares of common or preferred stock or other instrument evidencing a present ownership interest in any of the Debtors, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including any claim against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.
51. **“Exculpated Parties”** means each of: (a) the Debtors, (b) the Committee and any member thereof, (c) the Plan Administrator, (d) the Indenture Trustee, and (e) with respect to each of the foregoing Entities in clauses (a) through (d), such Entity’s respective members (current and former), officers, directors, employees, counsel, advisors, professionals, or agents. For the avoidance of doubt, the Exculpated Parties shall not include (w) any of the Selling Shareholders, (x) any of the Sponsors, (y) any

of the Debtors' current or former directors or officers not employed by the Debtors on the Effective Date, or (z) any holder of Preferred Interests.

52. **"Executory Contract"** means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

53. **"Fee Claim"** means a Claim, at any given time, for all accrued, contingent, and/or unpaid fees and expenses (including success fees) for legal, financial advisory, accounting, and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330, or 331 of the Bankruptcy Code or otherwise rendered allowable before the Effective Date by any retained estate Professional in the Chapter 11 Cases, (a) to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been filed for any such amount) and (b) after applying any retainer that has been provided to such Professional. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by a Final Order any amount of a Professional's fees or expenses, then those reduced or denied amounts shall no longer constitute a Fee Claim. For the avoidance of doubt, a Fee Claim includes unbilled fees and expenses incurred on account of services provided by Professionals that have not yet been submitted for payment, except to the extent that such fees and expenses are either denied or reduced by a Final Order by the Court or any higher court of competent jurisdiction.

54. **"Final Order"** means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the Clerk of the Bankruptcy Court (or any other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been reversed, stayed, modified, amended, or vacated, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, stay, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired; *provided*, that no order or judgment shall fail to be a Final Order solely because of the possibility that a motion pursuant to section 502(j) of the Bankruptcy Code, Rule 60 of the Federal Rules of Civil Procedure, or Bankruptcy Rule 9024 may be filed with respect to such order.

55. **"First Lien Adequate Protection Payments"** means the payments made or to be made to the First Lien Secured Parties by the Debtors in the Chapter 11 Cases pursuant to the Cash Collateral Orders.

56. **"First Lien Agent"** means JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent and Collateral Agent under the First Lien Credit Agreement and the other First Lien Loan Documents.

57. **"First Lien Claims"** means all of the Claims arising under or based on the First Lien Loan Documents, including the aggregate principal amount of \$943,550,955.37, plus any obligations owed to Hedge Banks and any accrued but unpaid interest, expenses, and any other obligations owed under the First Lien Credit Documents; *provided*, that such amount shall be reduced by (a) any valid setoff under the First Lien Loan Documents, and (b) the aggregate amount of any Cash paid to any First Lien Secured Parties under the Cash Collateral Orders during the Chapter 11 Cases.

58. **"First Lien Consensual Treatment"** means the treatment to be provided in respect of the First Lien Claims as set forth on Schedule 4.1 hereto in lieu of the treatment otherwise provided under the Plan.

59. **“First Lien Credit Agreement”** means that certain Credit Agreement, dated as of December 21, 2011, by and between Samson Investment Company, as borrower, the First Lien Agent, and the First Lien Secured Parties (as amended, restated, supplemented, or otherwise modified from time to time thereafter).
60. **“First Lien Deficiency Claims”** means the First Lien Claims, to the extent they are not Secured Claims, and in which case they shall be General Unsecured Claims.
61. **“First Lien Lenders”** means the lenders from time to time party to the First Lien Credit Agreement.
62. **“First Lien Loan Documents”** means the First Lien Credit Agreement, the other Credit Documents (as defined in the First Lien Credit Agreement), and any other document related to or evidencing the loans and obligations thereunder.
63. **“First Lien Secured Claims”** means the First Lien Claims to the extent that they are Secured Claims.
64. **“First Lien Secured Parties”** means the First Lien Agent, the First Lien Lenders, the Hedge Banks, the Letter of Credit Issuers (as defined in the First Lien Loan Documents) party to the First Lien Loan Documents, and all holders of First Lien Claims.
65. **“General Unsecured Claim”** means any Claim against any of the Debtors that is (a) not an Administrative Expense, Priority Claim, Secured Tax Claim, Secured Claim, Other Secured Claim, or Intercompany Claim or (b) otherwise determined by the Bankruptcy Court to be a General Unsecured Claim. For the avoidance of doubt, the Second Lien Deficiency Claim is a General Unsecured Claim, which will be treated in accordance with Section 4.5 hereof.
66. **“Governmental Unit”** has the meaning set forth in section 101(27) of the Bankruptcy Code.
67. **“Hedge Banks”** means those financial institutions providing oil and gas production hedging under the Debtors’ existing commodity hedging agreements.
68. **“Hydrocarbon Interests”** means all rights, titles, interests, and estates now or hereafter acquired in and to oil and gas leases, oil, gas, and mineral leases, or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests, and production payment interests, including any reserved or residual interests of whatever nature.
69. **“Indenture”** means that certain Indenture, dated as of February 8, 2012, between Samson Investment Company, as issuer, certain of the Debtors, as guarantors, and the Indenture Trustee (as amended, restated, supplemented, or otherwise modified from time to time), providing for the issuance of the Notes.
70. **“Indenture Trustee”** means Wilmington Trust, National Association, solely in its capacity as indenture trustee under the Indenture.
71. **“Intercompany Claim”** means any Claim held by one Debtor or a Non-Debtor Subsidiary against another Debtor.
72. **“IRC”** means title 26 of the United States Code, as amended from time to time.
73. **“IRS”** means the Internal Revenue Service.

74. **“Lien”** has the meaning set forth in section 101(37) of the Bankruptcy Code.
75. **“New Constituent Documents”** means the governing documents setting forth, among other things, the structure, governance, and corporate powers and duties of the Debtors and the Plan Administrator on and after the Effective Date, including, among other things, the business of the Debtors, the liquidation of the Debtors’ assets, the distribution of proceeds, and the oversight and successorship of the Plan Administrator, each as determined by the Committee, which shall be included in the Plan Supplement.
76. **“Non-Cash Assets”** means all property of the Debtors’ estates, including the Bidding Procedures Assets, *except* Cash.
77. **“Non-Debtor Subsidiaries”** means (a) Samson Financing Limited Partnership, (b) Samson Canada Holdings, ULC, (c) Samson Kelley Operating Company, Ltd., (d) PYR Energy Corporation, (e) OSN Production Ltd., (f) Cimarron Oil Field Supply LLC, and (g) SGH Enterprises, Inc.
78. **“Note Claims”** means any and all Claims against the Debtors arising under the Indenture, which shall be Allowed in the aggregate principal amount of \$2,250,000,000, plus any accrued but unpaid interest payable thereon, as calculated in accordance with the Indenture.
79. **“Noteholders”** means the holders of the Note Claims.
80. **“Notes”** means the 9.75% Senior Notes Due 2020 issued by Samson Investment Company in the original principal amount of \$2,250,000,000 pursuant to the Indenture.
81. **“Notice and Claims Agent”** means Garden City Group, LLC, or its successors or assigns.
82. **“Other Debtors”** means the Debtors other than the Parent.
83. **“Other Priority Claim”** means any Claim against any Debtor, other than an Administrative Expense or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.
84. **“Other Secured Claim”** means any Secured Claim other than a Secured Tax Claim, First Lien Secured Claim, or Second Lien Secured Claim.
85. **“Parent”** means Samson Resources Corporation.
86. **“Parent Equity Consensual Treatment”** means the treatment to be provided in respect of Equity Interests in Parent as set forth on Schedule 4.6 hereto.
87. **“Parent Equity Settlement Payment”** has the meaning set forth in Schedule 4.6 hereto.
88. **“Person”** has the meaning set forth in section 101(41) of the Bankruptcy Code.
89. **“Petition Date”** means September 16, 2015, the date on which the Debtors commenced the Chapter 11 Cases.
90. **“Plan”** means this chapter 11 plan, as the same may be amended, supplemented, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.



91. **“Plan Administrator”** means the Person or Persons who shall take actions on behalf of the Debtors and their estates on and after the Effective Date, as set forth in the New Constituent Documents. The Committee shall disclose the identity of the initial Plan Administrator in the Plan Supplement. A Creditor Trustee may be the Plan Administrator.

92. **“Plan Supplement”** means the forms of documents effectuating the transactions contemplated by the Plan, including the New Constituent Documents and the list of Executory Contracts and Unexpired Leases designated to be assumed by the Debtors, which documents shall be filed with the Clerk of the Bankruptcy Court no later than ten (10) days prior to the Confirmation Hearing. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected at the Office of the Clerk of the Bankruptcy Court during normal court hours. Holders of Claims and Equity Interests may obtain a copy of the Plan Supplement upon written request to the undersigned counsel. Copies of the Plan Supplement are also available on the Notice and Claims Agent’s website, [www.cases.gcginc.com/SamsonRestructuring](http://www.cases.gcginc.com/SamsonRestructuring).

93. **“Preferred Interests”** means the 180,000 shares of cumulative redeemable preferred stock of Parent issued in December 2011.

94. **“Priority Tax Claim”** means any Claim of a Governmental Unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

95. **“Professional”** means an Entity employed pursuant to a Court order in accordance with sections 327 or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code.

96. **“Pro Rata Share”** means the percentage derived by dividing the amount of an Allowed Claim in any Class by an amount equal to the sum of (a) all Allowed Claims in such Class, and (b) all Disputed Claims in such Class, calculated as of the date of any distribution in respect of such Allowed Claim under the Plan.

97. **“Registered Holders”** means the registered holders (or bearers, if applicable), of the securities issued pursuant to the Indenture.

98. **“Released Parties”** means each of the following in their capacity as such: (a) the Debtors, (b) the Committee and any member thereof, (c) if holders of First Lien Secured Claims as a Class vote to accept the Plan and do not vote to accept the Debtors’ Plan, the First Lien Secured Parties, (d) if holders of Second Lien Secured Claims as a Class vote to accept the Plan and do not vote to accept the Debtors’ Plan, the Second Lien Secured Parties, (e) the Plan Administrator, (f) the Indenture Trustee, (g) the Senior Noteholders, (h) with respect to each of the foregoing Entities in clauses (a) through (g), such Entity’s respective members (current and former), officers, directors, employees, counsel, advisors, professionals, or agents, and (i) if holders of Equity Interests in Parent as a Class vote to accept the Plan and do not vote to accept the Debtors’ Plan, each holder of an Equity Interest in Parent (and any former holder of an Equity Interest in Parent that contributes to the Parent Equity Settlement Payment and is designated by the current holders of Equity Interests in Parent), each of its affiliates, and all of its respective directors, managers, officers, agents, and representatives. For the avoidance of doubt, the Released Parties shall not include (w) any of the Selling Shareholders, (x) any of the Sponsors (unless holders of Equity Interests in Parent as a Class votes to accept the Plan and does not vote to accept the Debtors’ Plan and solely to the extent set forth on Schedule 4.6 hereto), (y) any of the Debtors’ current or former directors or officers not employed by the Debtors on the Effective Date, (z) any holder of Preferred Interests.

99. **“Releasing Parties”** means each of the following in their capacity as such: (a) the Debtors, (b) if holders of First Lien Secured Claims as a Class vote to accept the Plan and do not vote to accept the

Debtors' Plan, the First Lien Secured Parties, (c) if holders of Second Lien Secured Claims as a Class vote to accept the Plan and do not vote to accept the Debtors' Plan, the Second Lien Secured Parties, (d) the Committee and any member thereof, (e) the Indenture Trustee, (f) all holders of Claims and Equity Interests that are deemed to accept the Plan, (g) all holders of Claims (other than the First Lien Secured Claims and the Second Lien Secured Claims) and Equity Interests who vote to accept the Plan, (h) all holders of Claims in voting Classes who abstain from voting on the Plan *and* who do not opt out of the releases provided in the Plan, (i) all holders of Claims and Equity Interests who vote to reject or are deemed to reject the Plan *and* who do not opt out of the releases provided in the Plan, (j) with respect to each of the foregoing Entities in clauses (a) through (i), such Entity's respective members (current and former), officers, directors, employees, counsel, advisors, professionals, or agents, and (k) if holders of Equity Interests in Parent as a Class vote to accept the Plan and do not vote to accept the Debtors' Plan, each holder of an Equity Interest in Parent (and any former holder of an Equity Interest in Parent that contributes to the Parent Equity Settlement Payment and is designated by the current holders of Equity Interests in Parent), each of its affiliates, and all of its respective directors, managers, officers, agents.

100. **"Schedules"** means the schedules of assets and liabilities, the schedules of executory contracts and unexpired leases, and the statements of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the official bankruptcy forms in the Chapter 11 Cases, as such schedules and statements have been or may be supplemented or amended through the Confirmation Date.

101. **"Second Lien Adequate Protection Claim"** means any Claim that is or may be asserted by the Second Lien Agent and the Second Lien Secured Parties for the use and diminution in value of the Second Lien Collateral.

102. **"Second Lien Agent"** means Deutsche Bank Trust Company Americas, in its capacity as successor administrative and collateral agent under the Second Lien Credit Agreement and the other Second Lien Loan Documents.

103. **"Second Lien Claims"** means all of the Claims arising under or based on the Second Lien Loan Documents, including the aggregate principal amount of \$1,000,000,000, plus any accrued but unpaid interest, expenses, and any other obligations owed under the Second Lien Credit Documents; *provided*, that such amount shall be reduced by the aggregate amount of any Cash paid to any Second Lien Secured Parties under the Cash Collateral Orders during the Chapter 11 Cases.

104. **"Second Lien Collateral"** means any property or interest in property of the estate of the Debtor subject to a lien, charge, or other encumbrance held by the Second Lien Agent or the Second Lien Secured Parties to secure the payment or performance of the Second Lien Claims, which lien, charge, or other encumbrance is not subject to avoidance under the Bankruptcy Code.

105. **"Second Lien Consensual Treatment"** means the treatment to be provided in respect of the Second Lien Claims as set forth on Schedule 4.2 hereto.

106. **"Second Lien Credit Agreement"** means that certain Credit Agreement, dated as of September 25, 2012, by and between Samson Investment Company, as borrower, the Second Lien Agent, and the Second Lien Lenders (as amended, restated, supplemented, or otherwise modified from time to time).

107. **"Second Lien Deficiency Claims"** means the Second Lien Claims, to the extent they are not Secured Claims, and in which case they shall be General Unsecured Claims.

108. **“Second Lien Lenders”** means the lenders from time to time party to the Second Lien Credit Agreement.

109. **“Second Lien Loan Documents”** means the Second Lien Credit Agreement and the other Loan Documents (as defined in the Second Lien Credit Agreement), and any other document related to or evidencing the loans and obligations thereunder.

110. **“Second Lien Secured Claims”** means the Second Lien Claims to the extent they are Secured Claims.

111. **“Second Lien Secured Parties”** means the Second Lien Agent, the Second Lien Lenders, and all holders of Second Lien Claims.

112. **“Secured Claim”** means a Claim secured by Collateral to the extent of the value of the holder’s interest in such Collateral (i) as set forth in the Plan, (ii) as agreed to by the holder of such Claim and the Committee prior to or on the Effective Date (or the Plan Administrator, thereafter), or (iii) as determined by Final Order in accordance with section 506(a) of the Bankruptcy Code (as it may be adjusted in respect of any payments previously received by the holder of such Claim).

113. **“Selling Shareholders”** means the Entities that sold Equity Interests as part of the 2011 Acquisition.

114. **“Sponsors”** means (a) Crestview Advisors, L.L.C.; (b) Crestview Offshore Holdings II (892 Cayman), L.P.; (c) Crestview Offshore Holdings II (Cayman), L.P.; (d) Crestview Offshore Holdings II (FF Cayman), L.P.; (e) Crestview Partners (Cayman), LTD.; (f) Crestview Partners II (892 Cayman), L.P.; (g) Crestview Partners II (Cayman), L.P.; (h) Crestview Partners II (FF Cayman), L.P.; (i) Crestview Partners II (FF), L.P.; (j) Crestview Partners II (TE), L.P.; (k) Crestview Partners II CWGS (Cayman), L.P.; (l) Crestview Partners II CWGS (FF Cayman), L.P.; (m) Crestview Partners II GP, L.P.; (n) Crestview Partners II, L.P.; (o) Crestview Tulip Credit, LLC; (p) Crestview Tulip Holdings LLC; (q) Crestview Tulip Investors LLC; (r) Crestview, L.L.C.; (s) Kohlberg Kravis Roberts & Co. L.P.; (t) KKR 2006 Fund, L.P.; (u) KKR Samson Investors L.P.; (v) KKR Samson Investors GP LLC; (w) KKR 2006 Fund (Samson) L.P.; (x) KKR Samson SA Blocker L.P.; (y) KKR Fund Holdings L.P.; (z) KKR Partners III, L.P.; (aa) Operf Co-Investment LLC; (bb) Samson Aggregator GP LLC; (cc) Samson Aggregator L.P.; (dd) Samson Co-Invest I L.P.; (ee) Samson Co-Invest II L.P.; and (ff) Samson Co-Invest III L.P.

115. **“Unencumbered Assets”** means all assets, Cash, or property, or the proceeds thereof, of any of the Debtors or their estates that do not constitute Collateral.

116. **“Unexpired Lease”** means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

117. **“U.S. Trustee”** means the Office of the United States Trustee for the District of Delaware.

118. **“Voting Deadline”** means the date set by the Bankruptcy Court by which all completed Ballots must be received.

**SCHEDULE 4.1**

**FIRST LIEN CONSENSUAL TREATMENT**

## SCHEDULE 4.1

### FIRST LIEN CONSENSUAL TREATMENT

**“First Lien Consensual Treatment”** means the following:

- (a) It shall be stipulated and agreed by the First Lien Agent and the Committee, on behalf of the Debtors, and it shall be ordered by the Bankruptcy Court in connection with confirmation of the Plan, that (i) the assets of the Debtors’ estates, to be identified on a schedule that shall be filed prior to the commencement of the Confirmation Hearing (the **“First Lien Schedule”**), constitute all of the Collateral in which holders of First Lien Secured Claims have valid, enforceable, properly perfected liens that are not subject to defense, offset, counterclaim, or avoidance, which secures payment of the First Lien Secured Claims (the **“First Lien Collateral”**), (ii) such Collateral has a value equal to, and entitles holders of First Lien Secured Claims to receive total payments in Cash of, \$915,000,000 (in addition to the First Lien Adequate Protection Payments, which the First Lien Secured Parties shall be entitled to retain), (iii) the First Lien Secured Claims shall be Allowed in the amount of \$915,000,000, and (iv) all other assets of the Debtors’ estates that are not identified on the First Lien Schedule are Unencumbered Assets;
- (b) On the Effective Date, each holder of an Allowed First Lien Secured Claim shall receive a Cash payment in an amount equal to its Pro Rata Share of \$715,000,000, reduced by all payments, if any, previously received by the First Lien Secured Parties (other than the First Lien Adequate Protection Payments);
- (c) On the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed First Lien Secured Claim shall receive a Cash payment in an amount equal to its Pro Rata Share of \$75,000,000 of the next \$100,000,000 of Asset Sale Proceeds from the First Lien Collateral, other than the Bidding Procedures Assets, with the remaining \$25,000,000 of such Asset Sale Proceeds to be retained by the Plan Administrator and made available for distribution to holders of Allowed General Unsecured Claims;
- (d) On the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed First Lien Secured Claim shall receive a Cash payment in an amount equal to its Pro Rata Share of \$50,000,000 of the remaining \$100,000,000 of Asset Sale Proceeds from the First Lien Collateral, other than the Bidding Procedures Assets, with the remaining \$50,000,000 of such Asset Sale Proceeds to be retained by the Plan Administrator and made available for distribution to holders of Allowed General Unsecured Claims;
- (e) It shall be a condition to the effectiveness of the First Lien Consensual Treatment set forth herein that its provisions (and the order of the Bankruptcy Court approving it) regarding the extent and value of the First Lien Collateral be binding on all parties, including the Second Lien Agent and holders of Second Lien Claims, which, by virtue of the First Lien Consensual Treatment, shall be entirely unsecured.
- (f) The First Lien Agent, for and on behalf of the First Lien Lenders, shall (i) have consultation rights with respect to any proposed settlement of the Causes of Action of the Debtors’ estates against the Sponsors, and (ii) receive ten percent (10%) of any recovery in respect of such Causes of Action, whether by settlement or litigation;
- (g) The First Lien Agent, for and on behalf of the First Lien Lenders, shall (i) have consultation rights with respect to any proposed settlement of the Causes of Action of the Debtors’ estates

against the Selling Shareholders, and (ii) receive ten percent (10%) of any recovery in respect of such Causes of Action, whether by settlement or litigation;

- (h) The terms and provisions of the First Lien Consensual Treatment shall be in full satisfaction of all rights and Claims of the First Lien Secured Parties against the Debtors and their property; and
- (i) The First Lien Secured Parties shall receive releases to the fullest extent legally permitted.

**SCHEDULE 4.2**

**SECOND LIEN CONSENSUAL TREATMENT**

**SCHEDULE 4.2**

**SECOND LIEN CONSENSUAL TREATMENT**

**“Second Lien Consensual Treatment”** means the following:

- (a) On the Effective Date, each holder of an Allowed Second Lien Secured Claim shall receive a Cash payment in an amount equal to its Pro Rata Share of \$180,000,000, reduced by all payments, if any, previously received by the Second Lien Secured Parties (other than payments previously received pursuant to the Cash Collateral Orders);
- (b) The Second Lien Agent, for and on behalf of the Second Lien Lenders, shall (i) have consultation rights with respect to any proposed settlement of the Causes of Action of the Debtors’ estates against the Sponsors, and (ii) receive twenty percent (20%) of any recovery in respect of such Causes of Action, whether by settlement or litigation;
- (c) The Second Lien Agent, for and on behalf of the Second Lien Lenders, shall (i) have consultation rights with respect to any proposed settlement of the Causes of Action of the Debtors’ estates against the Selling Shareholders, and (ii) receive twenty percent (20%) of any recovery in respect of such Causes of Action, whether by settlement or litigation;
- (d) The terms and provisions of the Second Lien Consensual Treatment shall be in full satisfaction of all rights and Claims of the Second Lien Secured Parties against the Debtors and their property; and
- (e) The Second Lien Secured Parties shall receive releases to the fullest extent legally permitted.



**SCHEDULE 4.6**

**PARENT EQUITY CONSENSUAL TREATMENT**

**SCHEDULE 4.6**

**PARENT EQUITY CONSENSUAL TREATMENT**

**“Parent Equity Consensual Treatment”** means the following:

- (a) In addition to the Plan treatment, on the Effective Date, the holders of Equity Interests in Parent shall make Cash payments to Parent in the aggregate amount of \$40,000,000 (the **“Parent Equity Settlement Payment”**); and
- (b) On the Effective Date, each holder of an Equity Interest in Parent (and any former holder of an Equity Interest in Parent that contributes to the Parent Equity Settlement Payment and is designated by the current holders of Equity Interests in Parent), each of their affiliates, and all of their respective directors, managers, officers, agents, and representatives, shall be released from (i) all Causes of Action of the Debtors, and (ii) all Causes of Action of the Debtors’ creditors related to the Debtors, to the extent permitted by law; *provided*, that the foregoing releases shall not include, and shall not grant any relief to, any member of the Schusterman family or any Selling Shareholder, or any other Entity in which any of them hold, or ever held, a direct or indirect ownership or beneficial interest or over which they have, or ever had, a direct or indirect controlling interest.

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

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In re

SAMSON RESOURCES CORPORATION, *et al.*,<sup>1</sup>

Debtors.

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Chapter 11

Case No. 15-11934 (CSS)

(Jointly Administered)

**NOTICE OF FILING OF JOINT CHAPTER 11 PLAN  
OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES  
PROPOSED BY THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

**PLEASE TAKE NOTICE** that, on September 27, 2016, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) entered an order denying the motion of the above-captioned debtors and debtors in possession (the “**Debtors**”) motion to extend the Debtors’ exclusive periods to file a chapter 11 plan and solicit acceptances thereof pursuant to 11 U.S.C. § 1121(d) [D.I. 1411] (the “**Order**”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Order, the Official Committee of Unsecured Creditors of Samson Resources Corporation (the “**Committee**”), appointed in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), is permitted to file and solicit acceptances of a chapter 11 plan in these Chapter 11 Cases.

**PLEASE TAKE FURTHER NOTICE** that attached hereto is the *Joint Chapter 11 Plan for Samson Resources Corporation and Its Debtor Affiliates Proposed by the Official Committee of Unsecured Creditors* (the “**Committee Plan**”).

**PLEASE TAKE FURTHER NOTICE** that the filing of the Committee Plan is not a solicitation or acceptance of or rejection of the Committee Plan. Acceptances or rejections of the Committee Plan may not be solicited until a disclosure statement has been approved by the Bankruptcy Court. The Committee Plan has not been approved by the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE** that the Committee is working with the Debtors to prepare the requisite supplemental disclosures in connection with the Committee Plan and anticipates filing such disclosures as soon as practicable.

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227).

Dated: October 18, 2016  
Wilmington, Delaware

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I, Michael J. Farnan, hereby certify that on October 18, 2016, a copy of Joint Chapter 11 Plan for Samson Resources Corporation and Its Debtor Affiliates Proposed by Official Committee of Unsecured Creditors was on the following as indicated:

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