SOLICITATION VERSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

DISCLOSURE STATEMENT FOR THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

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

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS AND INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE GLOBAL SETTLEMENT JOINT PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. BEFORE DECIDING WHETHER TO VOTE FOR OR AGAINST THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE IX HEREIN.

THE PLAN IS SUPPORTED BY THE DEBTORS, THE FIRST LIEN AGENT, CERTAIN SECOND LIEN LENDERS HOLDING APPROXIMATELY 56 PERCENT OF SECOND LIEN SECURED CLAIMS, THE SPONSORS, AND THE COMMITTEE. THE DEBTORS URGE HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED TO ACCEPT THE PLAN.

THE DEBTORS URGE EACH HOLDER OF A CLAIM TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN ANTICIPATED EVENTS IN THE DEBTORS' CHAPTER 11 CASES. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH ANTICIPATED EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY PREPARED IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS.

THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES. WHILE THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES AND THEIR FUTURE RESULTS AND OPERATIONS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR THE FINAL EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE INITIAL EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS AND INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE RESTRUCTURING TRANSACTION CONTEMPLATED THEREBY.

THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED HEREIN AND SET FORTH IN ARTICLE IX OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED, OR IF CONFIRMED, THAT THE CONDITIONS REQUIRED TO BE SATISFIED FOR THE PLAN TO GO EFFECTIVE WILL BE SATISFIED (OR WAIVED).

YOU ARE ENCOURAGED TO READ THIS DISCLOSURE STATEMENT IN ITS ENTIRETY, INCLUDING THE SECTION ENTITLED "RISK FACTORS," AND THE PLAN BEFORE SUBMITTING YOUR BALLOT TO VOTE ON THE PLAN.

THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A GUARANTEE BY THE BANKRUPTCY COURT OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN.

SUMMARIES OF THE PLAN AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN. THE SUMMARIES OF THE FINANCIAL INFORMATION AND THE DOCUMENTS ANNEXED TO THIS DISCLOSURE STATEMENT OR OTHERWISE INCORPORATED HEREIN BY REFERENCE ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THOSE DOCUMENTS. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE OF THIS DISCLOSURE STATEMENT, AND THERE IS NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER SUCH DATE. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR IN ACCORDANCE WITH APPLICABLE LAW, THE DEBTORS ARE UNDER NO DUTY TO UPDATE OR SUPPLEMENT THIS DISCLOSURE STATEMENT.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS INCLUDED FOR PURPOSES OF SOLICITING ACCEPTANCES TO, AND CONFIRMATION OF, THE PLAN AND MAY NOT BE RELIED ON FOR ANY OTHER PURPOSE. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE DISCLOSURE STATEMENT AND THE PLAN, THE RELEVANT PROVISIONS OF THE PLAN WILL GOVERN.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY SIMILAR FEDERAL, STATE, LOCAL OR FOREIGN REGULATORY AGENCY, NOR HAS THE SEC OR ANY OTHER AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT.

THE DEBTORS HAVE SOUGHT TO ENSURE THE ACCURACY OF THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT; HOWEVER, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR INCORPORATED HEREIN BY REFERENCE HAS NOT BEEN, AND

WILL NOT BE, AUDITED OR REVIEWED BY THE DEBTORS' INDEPENDENT AUDITORS UNLESS EXPLICITLY PROVIDED OTHERWISE.

UPON CONFIRMATION OF THE PLAN, CERTAIN OF THE SECURITIES DESCRIBED IN THIS DISCLOSURE STATEMENT WILL BE ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, 15 U.S.C. §§ 77A–77AA, TOGETHER WITH THE RULES AND REGULATIONS PROMULGATED THEREUNDER (THE "SECURITIES ACT"), OR SIMILAR FEDERAL, STATE, LOCAL, OR FOREIGN LAWS, IN RELIANCE ON THE EXEMPTION SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE. OTHER SECURITIES MAY BE ISSUED PURSUANT TO OTHER APPLICABLE EXEMPTIONS UNDER THE FEDERAL SECURITIES LAWS. TO THE EXTENT EXEMPTIONS FROM REGISTRATION UNDER SECTION 1145 OF THE BANKRUPTCY COURT DO NOT APPLY, THE SECURITIES MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO A VALID EXEMPTION OR UPON REGISTRATION UNDER THE SECURITIES ACT.

THE DEBTORS MAKE STATEMENTS IN THIS DISCLOSURE STATEMENT THAT ARE CONSIDERED FORWARD-LOOKING STATEMENTS UNDER FEDERAL SECURITIES LAWS. THE DEBTORS CONSIDER ALL STATEMENTS REGARDING ANTICIPATED OR FUTURE MATTERS, TO BE FORWARD-LOOKING STATEMENTS. FORWARD-LOOKING STATEMENTS MAY INCLUDE STATEMENTS ABOUT THE DEBTORS':

- **BUSINESS STRATEGY;**
- **ESTIMATED FUTURE NET RESERVES AND PRESENT VALUE THEREOF;**
- **TECHNOLOGY;**
- **FINANCIAL CONDITION, REVENUES, CASH FLOWS, AND EXPENSES;**
- **LEVELS OF INDEBTEDNESS, LIQUIDITY, AND COMPLIANCE WITH DEBT COVENANTS;**
- **FINANCIAL STRATEGY, BUDGET, PROJECTIONS, AND OPERATING RESULTS;**
- **OIL AND NATURAL GAS REALIZED PRICES;**
- **TIMING AND AMOUNT OF FUTURE PRODUCTION OF OIL AND NATURAL GAS;**
- **AVAILABILITY OF DRILLING AND PRODUCTION EQUIPMENT;**
- **AVAILABILITY OF OILFIELD LABOR;**
- **AVAILABILITY OF THIRD-PARTY NATURAL GAS GATHERING AND PROCESSING CAPACITY;**
- **THE AMOUNT, NATURE, AND TIMING OF CAPITAL EXPENDITURES, INCLUDING FUTURE DEVELOPMENT COSTS;**
- **AVAILABILITY AND TERMS OF CAPITAL;**
- **DRILLING OF WELLS, INCLUDING THE DEBTORS' IDENTIFIED DRILLING LOCATIONS;**
- **SUCCESSFUL RESULTS FROM THE DEBTORS' IDENTIFIED DRILLING LOCATIONS;**
- **MARKETING OF OIL AND NATURAL GAS;**
- **THE INTEGRATION AND BENEFITS OF ASSET AND PROPERTY ACQUISITIONS OR THE EFFECTS OF ASSET AND PROPERTY ACQUISITIONS OR DISPOSITIONS ON THE DEBTORS' CASH POSITION AND LEVELS OF INDEBTEDNESS;**
- **INFRASTRUCTURE FOR SALT WATER DISPOSAL AND ELECTRICITY;**

- **SOURCES OF ELECTRICITY UTILIZED IN OPERATIONS AND THE RELATED INFRASTRUCTURES;**
- **COSTS OF DEVELOPING THE DEBTORS' PROPERTIES AND CONDUCTING OTHER OPERATIONS;**
- **GENERAL ECONOMIC CONDITIONS;**
- **EFFECTIVENESS OF THE DEBTORS' RISK MANAGEMENT ACTIVITIES;**
- **ENVIRONMENTAL LIABILITIES;**
- **COUNTERPARTY CREDIT RISK;**
- **THE OUTCOME OF PENDING AND FUTURE LITIGATION;**
- **GOVERNMENTAL REGULATION AND TAXATION OF THE OIL AND NATURAL GAS INDUSTRY;**
- **DEVELOPMENTS IN OIL-PRODUCING AND NATURAL GAS-PRODUCING COUNTRIES;**
- **UNCERTAINTY REGARDING THE DEBTORS' FUTURE OPERATING RESULTS; AND**
- **PLANS, OBJECTIVES, AND EXPECTATIONS;**
- **VARIATIONS IN THE MARKET DEMAND FOR, AND PRICES OF, OIL, NATURAL GAS LIQUIDS AND NATURAL GAS;**
- **UNCERTAINTIES ABOUT THE DEBTORS' ESTIMATED QUANTITIES OF OIL AND NATURAL GAS RESERVES;**
- **THE ADEQUACY OF THE DEBTORS' CAPITAL RESOURCES AND LIQUIDITY INCLUDING, BUT NOT LIMITED TO, ACCESS TO ADDITIONAL BORROWING CAPACITY UNDER THE DEBTORS' FIRST LIEN CREDIT FACILITY;**
- **ACCESS TO CAPITAL AND GENERAL ECONOMIC AND BUSINESS CONDITIONS;**
- **UNCERTAINTIES ABOUT THE DEBTORS' ABILITY TO REPLACE RESERVES AND ECONOMICALLY DEVELOP THEIR CURRENT RESERVES;**
- **RISKS IN CONNECTION WITH ACQUISITIONS;**
- **RISKS RELATED TO THE CONCENTRATION OF THE DEBTORS' OPERATIONS ONSHORE IN OKLAHOMA, TEXAS, AND LOUISIANA;**
- **DRILLING RESULTS;**
- **THE POTENTIAL ADOPTION OF NEW GOVERNMENTAL REGULATIONS; AND**
- **THE DEBTORS' ABILITY TO SATISFY FUTURE CASH OBLIGATIONS AND ENVIRONMENTAL COSTS.**

STATEMENTS CONCERNING THESE AND OTHER MATTERS ARE NOT GUARANTEES OF THE REORGANIZED DEBTORS' FUTURE PERFORMANCE. THERE ARE RISKS, UNCERTAINTIES, AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE DEBTORS' ACTUAL PERFORMANCE OR ACHIEVEMENTS TO BE DIFFERENT FROM THOSE THEY MAY PROJECT, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE THE PROJECTIONS MADE HEREIN. THESE RISKS, UNCERTAINTIES, AND FACTORS MAY INCLUDE: THE DEBTORS' ABILITY TO CONFIRM AND CONSUMMATE THE PLAN; THE POTENTIAL THAT THE PLAN MAY BE CONVERTED TO A PROCESS TO SELL SUBSTANTIALLY ALL OF

THE DEBTORS' ASSETS UNDER SECTION 363 OF THE BANKRUPTCY CODE; THE DEBTORS' ABILITY TO REDUCE ITS OVERALL FINANCIAL LEVERAGE; THE POTENTIAL ADVERSE IMPACT OF THE CHAPTER 11 CASES ON THE DEBTORS' OPERATIONS, MANAGEMENT, AND EMPLOYEES, AND THE RISKS ASSOCIATED WITH OPERATING THE DEBTORS' BUSINESSES DURING THE CHAPTER 11 CASES; CUSTOMER RESPONSES TO THE CHAPTER 11 CASES; THE DEBTORS' INABILITY TO DISCHARGE OR SETTLE CLAIMS DURING THE CHAPTER 11 CASES; GENERAL ECONOMIC, BUSINESS AND MARKET CONDITIONS; CURRENCY FLUCTUATIONS; INTEREST RATE FLUCTUATIONS; PRICE INCREASES; EXPOSURE TO LITIGATION; A DECLINE IN THE DEBTORS' MARKET SHARE DUE TO COMPETITION OR PRICE PRESSURE BY CUSTOMERS; THE DEBTORS' ABILITY TO IMPLEMENT COST REDUCTION INITIATIVES IN A TIMELY MANNER; THE DEBTORS' ABILITY TO DIVEST EXISTING BUSINESSES; FINANCIAL CONDITIONS OF THE DEBTORS' CUSTOMERS; ADVERSE TAX CHANGES; LIMITED ACCESS TO CAPITAL RESOURCES; CHANGES IN DOMESTIC AND FOREIGN LAWS AND REGULATIONS; TRADE BALANCE; NATURAL DISASTERS; GEOPOLITICAL INSTABILITY; AND THE EFFECTS OF GOVERNMENTAL REGULATION ON THE DEBTORS' BUSINESSES.

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EXHIBITS

I. INTRODUCTION

Samson Resources Corporation ("Samson") and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"), submit this disclosure statement (the "Disclosure Statement") pursuant to section 1125 of the Bankruptcy Code to holders of Claims against and Interests in the Debtors in connection with the solicitation of acceptances with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and its Debtor Affiliates* (the "Plan"), dated January 12, 2017.[1] A copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by reference. The Plan constitutes a separate chapter 11 plan for Samson and each of its eight affiliated Debtors.

THE DEBTORS BELIEVE THAT THE COMPROMISE CONTEMPLATED UNDER THE PLAN IS FAIR AND EQUITABLE, MAXIMIZES THE VALUE OF THE DEBTORS' ESTATES AND PROVIDES THE BEST RECOVERY TO CLAIM HOLDERS. AT THIS TIME, THE DEBTORS BELIEVE THIS IS THE BEST AVAILABLE ALTERNATIVE FOR COMPLETING THE CHAPTER 11 CASES. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

II. PRELIMINARY STATEMENT

The Debtors are an independent oil and gas company focused on the exploration, development, and production of natural gas and oil. Headquartered in Tulsa, Oklahoma, the Debtors produced approximately 457 million cubic feet equivalents (MMcfe) of gas and oil per day in 2015 from their producing wells but have temporarily suspended their exploration and drilling operations in light of their current financial distress and recent market turmoil.

The Plan is the culmination of two years of restructuring efforts, including months of settlement negotiations and a multi-week mediation process undertaken by the primary creditor constituents in these chapter 11 cases. As a result of this diligent work by all parties, the Plan is supported by the First Lien Agent, the Second Lien Steering Committee (representing approximately 57 percent of all Second Lien Claims), the Committee, and the Sponsors. In light of the value-maximizing transactions embodied in the Plan and the broad support it carries, the Debtors believe the Plan represents the best available alternative to resolve these chapter 11 cases and reorganize the Debtors' remaining business. Under the Plan:

- the First Lien Lenders will receive a full recovery, distributed in Cash (including proceeds from Asset Sales, if any) and new secured debt;
- the Second Lien Lenders will receive all of the equity in the Reorganized Debtors (subject to dilution under the Management Incentive Plan, the Rights Offering, and the Backstop Fee); and
- a trust will be established to receive and then distribute Cash to, and prosecute certain causes of action for the benefit of, holders of General Unsecured Claims (excluding the Second Lien Deficiency Claims).

In particular, the Plan provides for unsecured creditors to receive the proceeds of certain causes of action and $168,500,000 in cash (which will increase to $180,000,000 in certain circumstances) to be funded from the proceeds of sales of Unencumbered Assets, new money from the Second Lien Lenders to

[1] Capitalized terms used but not otherwise defined in this Disclosure Statement will have the meaning ascribed to such terms in the Plan. **The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan will govern**.

be raised through a fully-backstopped rights offering for New Common Stock, and (if necessary) a letter of credit. In addition, the Plan provides for the Settlement Trust to receive the Contingent Value Right, which is the right to receive the first Net Sale Proceeds in excess of $350,000,000, up to $11,500,000, if (a) on or before June 30, 2017, an agreement is reached to sell directly or indirectly all or substantially all of the Reorganized Debtors' assets, (b) such agreement is consummated, and (c) such agreement produces Net Sale Proceeds to the Reorganized Debtors in excess of $350,000,000.

The Plan carries the support of Second Lien Lenders holding approximately 57 percent of the Second Lien Claims pursuant to a plan support agreement entered into on August 26, 2016, which was subsequently amended on September 30, 2016, and was further amended on January 12, 2017. In addition, the Debtors, the Committee, the Sponsors, and the other signatories thereto have agreed to the terms of a stipulation, as set forth in the *Stipulation and Agreement Regarding (I) Global Settlement of Matters Related to Chapter 11 Plan, (II) Chapter 11 Plan Support, and (III) Related Matters* [Docket No. 1872] (the "Global Settlement Stipulation"), which sets forth certain agreements among the parties thereto related to the Plan. Specifically, the Global Settlement Stipulation provides as follows (among other things):

- upon entry of the order approving the Global Settlement Stipulation, the Debtors will set aside $100 million in cash (constituting proceeds of unencumbered assets), all of which cash will ultimately be used, pursuant to the confirmed Plan, to satisfy a portion of the Settlement Trust Cash Amount;

- the Debtors will pay down $670 million of the First Lien Secured Claims, five days following entry of the order approving the Global Settlement Stipulation, subject to execution and entry into the Global Settlement Stipulation by the First Lien Agent and each of the members of the first lien steering committee;

- on the Initial Effective Date, the Debtors will transfer 100% of the Segregated Unencumbered Cash to the Settlement Trust for the benefit of holders of General Unsecured Claims and shall not use or disburse any Segregated Unencumbered Cash for any other purpose. Any additional cash proceeds from the sale of unencumbered assets (less professional fees and transaction costs in connection therewith) prior to the Initial Effective Date will be added to the Segregated Unencumbered Cash Account and be subject to the same restrictions; *provided* that the aggregate Segregated Unencumbered Cash shall not at any time exceed $180 million; and *provided further* that if $168.5 million is transferred to the Settlement Trust or the Settlement Trust Cash Account, as applicable, prior to June 30, 2017, any excess in the Settlement Trust or Segregated Trust Cash Account shall be returned to the Debtors.

- if the Plan has been confirmed and the Debtors have not transferred the full Settlement Trust Cash Amount to the Settlement Trust for the benefit of general unsecured creditors by April 15, 2017, the Debtors and/or the Committee may propose marketing and sale procedures, pursuant to which, subject to Court approval on notice and a hearing, the Debtors may be ordered to sell assets to raise funds necessary to fully fund the Settlement Trust Cash Amount; and

- to the extent necessary to fully fund the Settlement Trust Cash Amount, the Debtors will execute on and proceed with asset sales as required, and all net proceeds of such asset sales (after the payment of reasonable transaction costs and, to the extent such proceeds are from the sale of encumbered assets, payment in full in Cash of the First Lien Secured Claims) shall first be paid to the Settlement Trust up to the full amount of the Settlement Trust Cash Amount (*provided* that the Second Lien Secured Parties, in their sole discretion, shall have

the right to fund and pay cash to the Settlement Trust in an amount sufficient to fully fund the Settlement Trust Cash Amount without the need to consummate any asset sales).

Under the Plan, if the Plan has been confirmed and the Debtors have not transferred the full Settlement Trust Cash Amount to the Settlement Trust for the benefit of general unsecured creditors by April 15, 2017, the Debtors and/or the Committee will propose marketing and sale procedures, pursuant to which, subject to Court approval, the Debtors may sell assets to raise funds necessary to fully fund the Settlement Trust Cash Amount. To the extent necessary to fully fund the Settlement Trust Cash Amount, the Debtors will execute on and proceed with asset sales as required, and all net proceeds of such asset sales shall first be paid to the trust up to the full amount of any remaining settlement payment (*provided* that the Second Lien Secured Parties shall have the option, in their sole discretion, to pay cash not already subject to liens or security interests securing the First Lien Secured Claims sufficient to fully fund the settlement payment without the need to consummate any asset sales).

Moreover, to protect recoveries to holders of General Unsecured Claims under the Plan, the Global Settlement Stipulation provides, among other things, that without the prior written consent of the Committee or the Settlement Trust, as applicable, in no event shall the Debtors (a) withdraw the Plan before the Initial Effective Date; (b) amend, modify, or supplement the Plan to include additional conditions to the Initial Effective Date or amend, modify, or supplement the Plan in any way that affects the amount or priority of the recovery to holders of General Unsecured Claims; or (c) amend, modify, or supplement the Plan Support Agreement in any manner that affects the amount or priority of the Debtors' obligations to transfer all of the Settlement Trust Assets to the Settlement Trust as set forth in the Plan.

The Plan is the result of almost two years of the Debtors' restructuring efforts. At the beginning of 2015, the Debtors faced significant declines in the prices of natural gas and oil and immediate liquidity challenges, including an interest payment of approximately $110 million on their Senior Notes due on February 17, 2015, as well as a potential reduction of the borrowing base through a redetermination under their first lien credit facility on April 1, 2015. The Debtors took aggressive and proactive steps to address these challenges including cost-cutting measures, a reduction in work force, and a shut-in well project. The Debtors also hired Kirkland & Ellis LLP and PJT Partners to begin restructuring discussions with key creditors. In addition to discussions with the First Lien Agent concerning an amendment to the First Lien Credit Agreement, restructuring discussions and diligence began with the Second Lien Agent and certain lenders under the Second Lien Credit Agreement, as well as advisors to certain of the holders of the Senior Notes, including funds or affiliates of Centerbridge Partners, LP, GSO Capital Partners LP ("GSO"), Oaktree Capital Management, L.P. ("Oaktree"), and Pentwater Capital Management LP.

In light of their liquidity position, the Debtors critically analyzed and considered the implications of making a $110 million interest payment due on February 17, 2015 under their Senior Notes Indenture. While making the interest payment would have significantly reduced available cash, failing to make the payment would have necessitated a chapter 11 filing in the short term, without time to engage in negotiations that could either avoid an in-court proceeding or otherwise minimize the duration of any such proceeding. The Debtors' board of directors carefully weighed these issues, and ultimately determined to make the payment. The board made this decision based on its determination that negotiating a consensual restructuring was reasonably achievable and that the benefits of avoiding an unplanned and potentially protracted chapter 11 process outweighed the potential short-term liquidity benefit of not making the payment.

At the same time that they were considering whether to make the February coupon payment, the Debtors were negotiating with the First Lien Agent, JPMorgan Chase & Co., regarding modifications to the financial covenants in the First Lien Credit Agreement. On March 18, 2015, the Debtors and the First Lien Agent, as supported by the other lenders party to the First Lien Credit Agreement, entered into an amendment to the First Lien Credit Agreement. The March 2015 amendment provided the Debtors with

extended relief from various covenants under the First Lien Credit Agreement through the third quarter of 2015 and provided a waiver of certain covenants that otherwise might have resulted in a default from a qualifier in the Debtors' 2014 financial statements regarding their ability to continue operating as a going concern. The March 2015 amendment also reduced the borrowing base under the First Lien Credit Agreement to $950 million (from $1 billion), increased the interest rate on borrowings by 50 basis points, increased the lenders' minimum collateral coverage from 80 to 95 percent of the PV-9 of the Debtors' proved reserves, and established a $150 million minimum pro forma liquidity requirement after making any payment on account of junior indebtedness subsequent to July 1, 2015. This amendment, among other things, avoided defaults under the First Lien Credit Agreement, thus protecting the Debtors' ability to access their cash and preventing the termination of the Debtors' valuable swaps and hedges caused by such defaults. Importantly, these changes provided the Debtors with additional time to negotiate with their key creditors, including both the Second Lien Lenders and the Senior Noteholders, in pursuit of a comprehensive financial restructuring of their business.

With the additional breathing room provided by the February coupon payment and March amendment to the First Lien Credit Agreement, the Debtors engaged in dual-track restructuring negotiations with the Second Lien Lenders and the Senior Noteholders. The discussions with the Senior Noteholders focused on a potential out-of-court exchange and recapitalization transaction. More specifically, the noteholder-led transaction contemplated an exchange, at a discount, of all of Samson's Senior Notes for new secured notes and a new-money investment of $650 million, with then-existing equity holders retaining a majority of Samson's equity. The new notes and the new money investment were contemplated to be invested on a senior basis to the existing $1 billion second lien term loan obligations, but junior to the existing $950 million First Lien Credit Facility.

There were several challenging aspects of the prepetition noteholder-led restructuring proposal:

- the transaction would have left the Debtors with approximately $3 billion of debt;
- it would have necessitated support of 95 percent of Senior Noteholders (although the group leading discussions held only approximately 50 percent) to avoid a significant "stub" of senior note indebtedness;
- it would have required the support and cooperation of the First Lien Lenders (or a new financing source willing to refinance the entire First Lien Credit Facility) and preferred stockholders; and
- it would have necessitated execution on an expedited timeframe.

In addition, and most problematic for the transaction's feasibility, as the Debtors were discussing its terms with the Senior Noteholders in June and July of 2015, oil prices dropped precipitously (again). For these reasons, among others, the Debtors and the Senior Noteholders were unable to reach an agreement, and negotiations were terminated in late July 2015.

In parallel with the prepetition noteholder negotiations, the Debtors engaged with a group of Second Lien Lenders regarding an alternative restructuring and recapitalization transaction that would substantially reduce outstanding indebtedness and result in a capital infusion. Following termination of discussions with the Senior Noteholders, the Debtors continued the discussions with the Second Lien Lenders and successfully negotiated a restructuring support agreement on August 14, 2015.

The prepetition restructuring support agreement contemplated a debt-for-equity conversion and rights offering, which would have secured a new money investment of at least $450 million and would have reduced the Debtors' long-term debt by over $3 billion, which would have significantly reduced the

Debtors' annual interest payments. Post-filing developments, however, made the proposed restructuring transaction unworkable by late December 2015 or early January 2016. Most notable among these was a significant decline in the price of natural gas and oil and a widening of credit spreads. In the months following the Petition Date, domestic crude oil prices continued falling, dropping to approximately $26 per barrel in early February 2016, the lowest price since 2002. Natural gas prices declined over 40 percent, to historic lows of less than $1.50 per MMBtu on March 4, 2016. Additionally, the Debtors, the Second Lien Lenders, and the First Lien Lenders had not reached agreement on financing before other factors made the second-lien-led restructuring unworkable. Finally, continued objections from the Committee and the delays related thereto caused the Debtors to miss multiple milestones in the restructuring support agreement. As a result, the Second Lien Lenders that had agreed to backstop the Debtors' proposed $450 million rights offering, in January 2016 indicated they could no longer pursue the negotiated restructuring.

During this time (September–December 2015), the Debtors engaged in discussions with and took steps to address significant objections from the Committee largely related to the Debtors' use of cash collateral. More specifically, the Committee took issue with the Debtors' prepetition valuation analysis (including value associated with encumbered and unencumbered assets) and the specific terms on which the Debtors were permitted to use cash on hand. Rather than engage in expensive and time-consuming litigation regarding cash collateral, which involved issues that would largely be resolved in the context of confirmation of any chapter 11 plan, the Debtors, the Committee, and the First Lien Lenders and Second Lien Lenders agreed to adjourn the Court's final approval of the cash collateral arrangement and operate under a series of interim orders, without prejudice to any party's rights, arguments, or litigation position.

With the Second Lien Lenders no longer willing to fund the significant investment contemplated by the restructuring support agreement, in January 2016 the Debtors re-started discussions with their other major creditor constituencies regarding a new restructuring path, all while the price of natural gas and oil continued to fall.

Among other things, the Debtors entered into discussions with the First Lien Agent and a steering committee of First Lien Lenders regarding a stand-alone reorganization. The steering committee indicated that it wanted the Debtors to pursue near-term asset sales to monetize their collateral and provide for a cash recovery. The Debtors, however, did not believe that isolated asset sales would maximize value. Instead, the Debtors held firm in their view that any asset sales needed to be conducted with a "backstop" restructuring agreed upon and in place, such that the asset sale proceeds, if any, would be distributed through a plan. The First Lien Lenders ultimately agreed to proceed with the Debtors' proposed approach. Accordingly, in February 2016, the Debtors commenced the marketing process, contacting over 550 potential buyers, and executing non-disclosure agreements with more than 180 potential purchasers. Parties that executed non-disclosure agreements were granted access to a data room and provided with significant diligence information regarding the Debtors' assets.

At the same time as the marketing process was unfolding, the Debtors continued discussions with the Committee and its advisors regarding a potential restructuring to be sponsored by unsecured creditors and supported by the First Lien Lenders. Importantly, any unsecured-led restructuring that contemplated a distribution or recovery to the First Lien Lenders in equity (in addition to any cash or debt instrument) would require the support of the First Lien Lenders. In February 2016, advisors to the Committee provided the Debtors and the First Lien Agent with a term sheet setting forth a proposed concept for a potential restructuring. The Committee term sheet contemplated a restructuring led by certain Senior Noteholders through the backstop of a new money investment (of at least $100 million). While the advisors to the First Lien Agent indicated a willingness to discuss a restructuring transaction and new money investment by unsecured creditors (with a potential paydown), no committed transaction was available as of February 2016. Moreover, the advisors to the First Lien Agent indicated that their view on value differed significantly from that shared by the advisors to the Committee.

In March 2016, the Debtors provided advisors to the First Lien Agent, Second Lien Agent, and Committee with a term sheet setting forth an alternative restructuring scenario. The term sheet provided for recoveries to the First Lien Lenders consisting of cash, loans under new, exit credit facilities including a $530 million RBL facility and $70 million term loan, and 66.2 percent of the equity in the Reorganized Debtors. It also provided recoveries to unsecured creditors of a pro rata share of 33.8 percent of the new equity in the Reorganized Debtors. The equity split set forth in the Debtors' March term sheet was based on the Debtors' valuation analysis, including the Debtors' view of the value of unencumbered assets that, under the term sheet, were to remain with the Reorganized Debtors. Neither the First Lien Lenders, the Second Lien Lenders, nor the Committee found the Debtors' term sheet acceptable.

The First Lien Lenders did not agree with the Debtors' view of value on certain unencumbered assets in the current marketplace and also objected to the level of potential "upside" afforded to junior creditors on account of those unencumbered assets, which were and are largely undeveloped and inoperative. Further, the Committee indicated it preferred a restructuring proposal that included an investment opportunity for junior creditors that would entitle the junior creditors to a control position in the reorganized Debtors.

After the Debtors subsequently received a settlement term sheet from the First Lien Lenders, the Debtors asked the Committee to explore and pursue an alternative plan and a new money transaction. In March 2016, the Debtors entered into confidentiality agreements with certain Senior Noteholders, including Angelo, Gordon & Co., Centerbridge, GSO, and Oaktree. The Senior Noteholders were provided additional diligence materials so that the Senior Noteholders could determine whether to commit to a new money transaction. On May 6, 2016, the Debtors sent the Committee a draft of a plan that was supported by the First Lien Lenders and invited the Committee's input.

The Committee provided, on May 9, 2016, to the Debtors and First Lien Lenders a term sheet for a chapter 11 plan transaction. On May 11, 2016, the Debtors and their advisors met with the Committee and its advisors, the First Lien Agent and its advisors, and certain members of the steering committee of First Lien Lenders to discuss the First Lien Lenders' proposal and the Committee's alternative proposal. At that meeting, the Debtors and the First Lien Lenders indicated that the Committee proposal was not acceptable. Also at the meeting, the Committee advised the Debtors and the First Lien Lenders that the First Lien Lenders' proposal was not acceptable to the Committee.

At the May 11 meeting, the Debtors and the First Lien Lenders suggested that the Committee reformulate a proposal using the structure in the First Lien Lenders' proposal and agreed to conduct follow-up discussions or meetings with the Committee. The Committee agreed to provide the Debtors and the First Lien Lenders with a reformulated proposal and meet with the Debtors and the First Lien Lenders in an attempt to settle issues relating to the First Lien lenders' proposal. On May 16, 2016, the Debtors filed a plan and disclosure statement reflecting their negotiated restructuring that was supported by the First Lien Lenders.

In parallel with these plan negotiations, the Debtors continued their marketing process. On May 27, 2016, the Debtors received non-binding indications of interest from 57 individual bidders for some or all of the Debtors' assets. In light of the level of interest in the Debtors' assets which implied an enterprise value of the Debtors in excess of the First Lien Lenders' claims, and the expected potential proceeds from asset sales, the Debtors reengaged with all stakeholders regarding revisions to the May 2016 plan.

While those discussions progressed, the Debtors continued with their asset marketing process. The Debtors divided their assets into multiple asset packages to facilitate bids on all or a portion of their business. Beginning in April 2016, the Debtors contacted over 550 potential buyers, executed nondisclosure agreements with over 184 potential purchasers, and received indications of interest from 57

individual bidders that accounted for 84 individual package bids during the first round of the sale process. The Debtors and their advisors analyzed the bids received and the financial condition of the bidders, and reached out to approximately 32 bidders regarding moving forward with a second round of bidding. The Debtors negotiated and entered into stalking horse agreements for six of the nine asset packages. On September 27, 2016, the Court approved the stalking horse agreements for the East Anadarko, Central Anadarko, West Anadarko, San Juan, Williston, and Permian Minerals asset packages and established October 4, 2016 as the final bid deadline for such packages. The Debtors received competing bids only for the Permian Minerals package. On October 10, 2016, the Debtors held an auction. After 37 rounds of bidding, Stone Hill Minerals was declared to be the successful bidder for the Permian Minerals package. With no additional bids received for the East Anadarko, Central Anadarko, West Anadarko, San Juan, and Williston asset packages, the stalking horse bidders for such asset packages were deemed the successful bidders therefor. Following a sale hearing on October 17, 2016 and October 26, 2016, the Court entered orders approving each of the Asset Sales. The Debtors closed the Asset Sales in November 2016, generating over $650 million in proceeds.

Although the Asset Sales marked a significant achievement in the Debtors' restructuring efforts, the Debtors and the Second Lien Steering Committee continued their discussions regarding a potential reorganization involving the Debtors' remaining assets, in the belief that such a transaction would maximize value. In particular, the parties discussed a proposal that would deliver all equity in the Reorganized Debtors to holders of Second Lien Secured Claims and created a trust that would hold and monetize substantially all unencumbered assets and distribute proceeds in accordance with a waterfall, including ultimate distributions to holders of Allowed General Unsecured Claims. The Debtors and their advisors met with and negotiated the terms of this alternative proposal with the Second Lien Steering Committee over the course of several weeks. Ultimately, the Debtors and the Second Lien Steering Committee finalized the terms of this alternate proposal, and executed a new plan support agreement on August 26, 2016.

On September 2, 2016, consistent with the August 26 plan support agreement, the Debtors filed the Plan and disclosure statement in support thereof, which incorporated the terms of the plan support agreement attached hereto as **Exhibit G**. The plan support agreement was subsequently amended to incorporate the most recent Plan and extend milestones consistent with the anticipated confirmation schedule.

After the September 2016 plan filing, the Debtors engaged all parties in settlement discussions in hopes of resolving plan issues amicably. On October 4, 2016, the Debtors filed a motion seeking to appoint a mediator in hopes of resolving the lien validity issues and moving these chapter 11 cases toward a successful resolution [Docket No. 1442].

On October 18, 2016, the Committee filed a competing chapter 11 plan [Docket No. 1552]. The Committee's plan contemplated a liquidation of all of the Debtors' assets and distribution to creditors of the proceeds thereof, but only after litigation regarding or settlement of the Committee's purported claims against the First Lien Lenders and the Second Lien Lenders. The plan also contemplated litigation or settlement regarding purported claims against the Debtors' equity owners.

On November 17, 2016, the Debtors proposed a settlement to the parties. The Second Lien Steering Committee and the Committee also made settlement proposals in November 2016, including during settlement conferences with the Debtors, the Second Lien Steering Committee, and the Committee.

On December 5, 2016, the honorable Judge Kevin Gross of the United States Bankruptcy Court for the District of Delaware was appointed as the mediator to mediate plan issues among the parties [Docket No. 1716]. The Debtors, the First Lien Agent, the Second Lien Steering Committee, and the

Committee met initially with Judge Gross on December 6, 2016 and December 8, 2016. These mediation sessions did not result in a consensual resolution among all parties.

The Debtors and the Second Lien Steering Committee continued to discuss potential settlement proposals in the context of potential plan amendments. As a result of these discussions, the Debtors filed an amended plan on December 12, 2016, reflecting certain concessions by the Second Lien Steering Committee that offered the potential for improved recoveries for holders of General Unsecured Claims [Docket No. 1762].

On December 19, 2016, the Debtors, the First Lien Agent, the Second Lien Steering Committee, and the Committee engaged in an additional mediation session with Judge Gross, after which the mediation process was terminated with no agreement in place. However, due to the progress made during mediation and to additional negotiations conducted after its termination, the parties were able to resolve certain outstanding issues among them regarding the economic value to be distributed to the various constituencies under Debtors' plan. Specifically, the parties agreed that, in the context of a fully-consensual plan and confirmation process, holders of General Unsecured Claims would receive the benefit of a distribution of $168.5 million, substantially all in cash, into the Settlement Trust, which amount would increase to $180 million upon the occurrence of certain events, as well as the assignment of certain claims for management fees by the Sponsors to the Settlement Trust.

Although the parties agreed that this distribution would be available if all outstanding plan issues were resolved, they had not agreed on other key terms, including certain terms related to the implementation of the deal. On December 28, 2016, the Committee filed an amended plan [Docket No. 1812] (the "Committee's Plan") incorporating the economic terms outlined above and reflecting the means for implementation that it supported. The Debtors and the Second Lien Steering Committee filed a statement in opposition to the Committee's Plan.

On December 31, 2016, the Debtors filed a further amended plan [Docket No. 1822], which provided for the Debtors' reorganization and incorporated the majority of the economic terms agreed among the parties. However, the full distribution to unsecured creditors was subject to certain potential reductions.

After the Debtors and the Committee had filed these amended plans, all parties continued settlement discussions regarding the implementation of the economic terms that had been previously agreed. Ultimately, the parties reached agreement on all terms of the Plan, as further described herein and in the Plan.

The release provisions in the Plan have not changed from the previously filed plans and are fully supported by the First Lien Agent, the Second Lien Steering Committee, the Committee, and the Sponsors. The Debtors believe that the Sponsors, the First Lien Lenders, and the Second Lien Lenders have provided valuable consideration for releases under the Plan, including by, among other things: preserving the Debtors' valuable tax attributes and agreeing to assign (or release) claims for management fees to the benefit of unsecured creditors, in the case of the Sponsors; agreeing to commit to fund the Debtors' new Exit RBL Facility, in the case of the First Lien Lenders; and agreeing to receive a recovery largely comprised of equity in any reorganized business and agreeing to fund the Rights Offering under the Plan, in the case of the Second Lien Lenders. The Committee believes the Debtors' estates have valuable causes of action against the First Lien Lenders, Second Lien Lenders, and the Sponsors. The Debtors and other parties disagree and opposed the Committee's efforts to pursue such claims, but the Plan settles causes of action and such settlements provide significant recoveries to holders of General Unsecured Claims. The parties' important concessions are needed for the confirmation of the Plan on the proposed terms. The Debtors strongly believe that the Plan, including each of its terms, is in the best interests of the Debtors' estates, represents the best available alternative to successfully complete the

Debtors' restructuring, and provides the Debtors with a post-restructuring capital structure that allows for future growth and expansion.

III. OVERVIEW OF THE PLAN

The Plan provides for the reorganization of the Debtors as a going concern and will significantly reduce long-term debt and annual interest payments, resulting in a stronger, de-levered balance sheet for the Debtors. The Plan preserves the equity value upside of the Debtors as a reorganized company and provides improved recoveries for unsecured creditors. Specifically, the Plan contemplates a restructuring of the Debtors through a debt-for-equity conversion and the distribution of Cash proceeds of certain Asset Sales. The key terms of the Plan are as follows:

A. Exit Facility

On the Final Effective Date, the Reorganized Debtors shall enter into the Exit Facility. The terms of the Exit Facility will be set forth in the Exit Facility Documents.

The Exit RBL Facility shall be a reserve-based, first-lien, first-out revolving credit facility on the terms set forth in the Exit Facility Documents, which shall include, without limitation, the documentary terms and conditions set forth in the Exit Facility Terms, with an initial borrowings equal to the lesser of (1) the amount of the Allowed First Lien Secured Claims minus the First Lien Cash Recovery, and (2) the conforming borrowing base as of the Final Effective Date, multiplied by the Pro Rata share of Allowed First Lien Claims held by holders of Allowed First Lien Claims that (a) vote to accept the Plan by the Voting Deadline or (b) vote to reject the Plan by the Voting Deadline and elect to receive their Pro Rata share of the Exit RBL Facility in accordance with Article III.B.3(c)(ii)(a) of the Plan, each of the foregoing unless otherwise agreed by the Reorganized Debtors, and other terms acceptable to the Reorganized Debtors.

The Exit Term Loan (if any) shall be a first-lien, last-out term loan, on the terms set forth in the Exit Facility Documents, which shall include, without limitation, the documentary terms and conditions set forth in the Exit Facility Terms, in the aggregate principal amount equal to the amount of the Allowed First Lien Secured Claims minus the First Lien Cash Recovery and the amount outstanding on the Exit RBL Facility on the Final Effective Date, each of the foregoing unless otherwise agreed by the Reorganized Debtors and the First Lien Agent, and other terms acceptable to the Reorganized Debtors, the Second Lien Steering Committee and the First Lien Agent, and other terms acceptable to the Reorganized Debtors, the Second Lien Steering Committee and the First Lien Agent.

B. Asset Sales

The Debtors pursued Asset Sales based on market feedback and bids, and in consultation with the First Lien Agent, the Second Lien Steering Committee, and the Committee. The Asset Sales ultimately resulted in over $650 million in Cash proceeds. The Reorganized Debtors shall use the net Cash proceeds of such Asset Sales to fund distributions to certain holders of Claims against the Debtors. Unless otherwise agreed to by the Debtors, the Second Lien Steering Committee, the Committee, and the First Lien Agent, the net Cash proceeds of the Prepetition Collateral included in the Asset Sales will be used: (a) first, to satisfy the First Lien Cash Recovery; and (b) second, (i) to make other Cash payments required to be paid by the Reorganized Debtors under the Plan, including payments to fund the Professional Fee Escrow, and (ii) for working capital purposes of the Reorganized Debtors.

C. Issuance and Distribution of New Common Stock

On the Final Effective Date, the Reorganized Debtors shall issue the New Common Stock. The issuance of the New Common Stock, including options, or other equity awards, if any, reserved under the Management Incentive Plan, shall be authorized without the need for any further corporate action and without any further action by the holders of Claims or Interests.

All of the shares of New Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Common Stock under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

D. Rights Offering

Under the Plan, the Rights Offering Amount will be raised through the Rights Offering. On the Final Effective Date, the Reorganized Debtors shall consummate the Rights Offering, through which each Rights Offering Participant shall have the opportunity, subject to the terms and conditions set forth in the Plan and the Rights Offering Procedures, to purchase the Rights Offering Units pursuant to the Rights Offering Documents. The Backstop Parties will backstop the Rights Offering Amount in accordance with the terms and conditions of the Backstop Commitment Agreement.

E. Contribution of the Settlement Trust Assets and Calculation of the Settlement Trust Cash Amount

On the Initial Effective Date, the Debtors shall transfer one hundred percent (100%) of the Settlement Trust Unencumbered Cash, the Contingent Value Right, and the Settlement Trust Causes of Action to the Settlement Trust for the benefit of holders of Allowed General Unsecured Claims, which assets shall vest in the Settlement Trust. The Debtors shall not use the Settlement Trust Unencumbered Cash for any other purpose. On the Initial Effective Date, the Settlement Trust shall be authorized to make distributions to holders of Allowed General Unsecured Claims and may commence prosecution of the Settlement Trust Causes of Action.

On the Final Effective Date, the Reorganized Debtors shall transfer the remainder of the Settlement Trust Cash Amount that is due (less the face amount of any Settlement Trust Letter of Credit delivered on the Final Effective Date) to the Settlement Trust. Notwithstanding anything in the Plan to the contrary, the right of the Settlement Trust to receive Cash in the full amount of the Settlement Trust Cash Amount shall not be defeased, regardless of whether the Final Effective Date has occurred.

The Settlement Trust shall be administered in accordance with the Settlement Trust Agreement and shall have the standing and authority to enforce any obligations to it under the Plan; provided that the costs of administering the Settlement Trust and all fees and expenses incurred by and on behalf of the Settlement Trust shall be charged against the Settlement Trust Assets subject to the terms of the Settlement Trust Agreement. Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors shall have no obligation to provide any funds or financing to the Settlement Trust, other than the obligation to contribute the Settlement Trust Assets, and under no circumstances will the expenses of the Settlement Trust be paid or reimbursed by the Debtors or the Reorganized Debtors, as applicable.

All documents relating to recoveries to holders of Allowed General Unsecured Claims, including the Settlement Trust Agreement, shall be subject to approval of the Committee. Any trustee(s) of the Settlement Trust shall be selected by the Committee.

If the Settlement Trust Unencumbered Cash on the Initial Effective Date is greater than the Settlement Trust Cash Amount, the Cash in excess of such amount shall be retained by the Debtors or the Reorganized Debtors, as applicable.

The Settlement Trust Cash Amount, which is to be included in the Settlement Trust Assets, means Cash in an amount equal to $168,500,000, less the amount of the Settlement Trust Letter of Credit (if any); provided that, in the event the full Settlement Trust Cash Amount has not been contributed to the Settlement Trust prior to June 30, 2017, the Settlement Trust Cash Amount shall mean Cash in an amount equal to $180,000,000, and any unpaid amount shall accrue simple interest beginning on June 30, 2017, at the rate of ten percent (10%) per annum until paid in full. For the avoidance of doubt, the Settlement Trust Cash Amount shall be funded, in part or in whole, from the Settlement Trust Unencumbered Cash as provided in the Plan.

Also included in the Settlement Trust Assets is the Contingent Value Right. The Contingent Value Right is the right to receive the first Net Sale Proceeds in excess of $350,000,000, up to $11,500,000, if (a) on or before June 30, 2017, an agreement is reached to sell directly or indirectly all or substantially all of the Reorganized Debtors' assets, (b) such agreement is consummated, and (c) such agreement produces Net Sale Proceeds to the Reorganized Debtors in excess of $350,000,000.00.

F. Sponsor Management Fee Claims

On the Initial Effective Date, at the prior written election of the Committee, all Sponsor Management Fee Claims shall either be (a) waived and released by the applicable Sponsors or (b) allowed as General Unsecured Claims and contributed by the Sponsors to the Settlement Trust; *provided* that the Sponsors shall not be entitled to any recovery and shall receive no distribution on account of the Sponsor Management Fee Claims.

G. Distributions

Holders of Allowed First Lien Secured Claims shall receive a Pro Rata distribution of either the Exit RBL Facility or the Exit Term Loan. Each holder of an Allowed Second Lien Secured Claim shall receive its Pro Rata distribution of 100 percent of the New Common Stock (subject to dilution for the Management Incentive Plan). Each holder of an Allowed General Unsecured Claim shall receive its Pro Rata distribution of the beneficial interests in the Settlement Trust, entitling such holder to receive Settlement Trust Recovery Proceeds on account of such interests; *provided* that, on the Initial Effective Date, each holder of a Second Lien Deficiency Claim shall be deemed to have waived any recovery from the Settlement Trust and Settlement Trust Assets on account of and receive no distribution under the Plan with respect to such Second Lien Deficiency Claim; *provided further* that the Sponsors shall not be entitled to any recovery under the Plan and shall receive no distribution on account of the Sponsor Management Fee Claims, which Sponsor Management fee Claims shall either be (i) waived and released by the applicable Sponsors or (ii) Allowed as General Unsecured Claims and contributed by the Sponsors to the Settlement Trust.

H. Releases

The Plan contains certain releases (as described more fully in Article IV.AA hereof), including mutual releases between Debtors, on the one hand, and (a) the First Lien Agent; (b) the First Lien Secured Parties; (c) the Second Lien Agent; (d) the Second Lien Lenders; (e) each of the Sponsors; (f) the

Non-Debtor Subsidiaries; (g) the Committee and any member thereof; (h) the Senior Noteholders; (i) the Senior Notes Indenture Trustee; and (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (i), such Entity's current and former affiliates and such Entity's and such affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly, but *except* for any former equity holder in Parent (regardless of whether such interests were held directly or indirectly) that transferred or redeemed its equity interests for the purpose of taking a worthless stock deduction prior to the Petition Date, provided that, for the avoidance of doubt the forgoing exception shall not include any of the Sponsors or any of their respective current and former equity holders), predecessors, successors and assigns, subsidiaries, managed accounts or funds, and each of their respective current and former equity holders (*except* for any former equity holder in Parent (regardless of whether such interests were held directly or indirectly) that transferred or redeemed its equity interests for the purpose of taking a worthless stock deduction prior to the Petition Date, provided that, for the avoidance of doubt the forgoing exception shall not include any of the Sponsors or any of their respective current and former equity holders), officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, each in their capacity as such; and (l) the DTC; *provided* that the foregoing shall not include the Debtors' directors or officers before the 2011 Acquisition or the holders of Preferred Interests.

The Debtors believe that all of the Released Parties, in particular the Sponsors, the First Lien Lenders, and the Second Lien Lenders, have provided valuable consideration for releases under the Plan, including by, among other things: preserving the Debtors' valuable tax attributes and agreeing to waive or assign the Sponsor Management Fee Claims, in the case of the Sponsors; agreeing to commit to fund the Debtors' new Exit RBL Facility, in the case of the First Lien Lenders; and agreeing to receive a recovery comprised of equity in a reorganized business and agreeing to fund certain administrative expenses under the Plan, in the case of the Second Lien Lenders. The Committee believes the Debtors' estates have valuable causes of action against the First Lien Lenders, Second Lien Lenders, and the Sponsors. The Debtors and other parties disagree and opposed to Committee's efforts to pursue such claims, but the Plan settles such causes of action and such settlements provide significant recoveries to holders of General Unsecured Claims. The parties' important concessions are needed for the confirmation of the Plan on the proposed terms. The Debtors strongly believe that the Plan, including each of its terms, is in the best interests of the Debtors' estates, represents the best available alternative to successfully complete the Debtors' restructuring, and provides the Debtors with a post-restructuring capital structure that allows for future growth and expansion.

The Plan also provides that each holder of a Claim or an Interest that (1) votes to accept or is deemed to accept the Plan or (2) votes to reject the Plan, is deemed to reject the Plan, or is in a voting Class that abstains from voting on the Plan but does not elect to opt out of the release provisions contained in Article VII of the Plan, will be deemed to have expressly, unconditionally, generally, individually, and collectively released and discharged all Claims and Causes of Action against the Debtors and the Released Parties. These releases are integral to the Restructuring Transactions contemplated by the Plan.

Prior to commencing these chapter 11 cases, the Debtors entered into a services agreement with Mr. Alan B. Miller pursuant to which Mr. Miller serves as the Debtors' independent director to, among other things, review and consider certain results of the investigation undertaken by Kirkland & Ellis LLP and the related report and underlying materials, including the appropriateness of the releases in the Plan, and to consider the fairness of any plan or plans proposed by the Debtors or other parties. Mr. Miller and his independent counsel reviewed thousands of documents and interviewed numerous individuals in the course of his investigation. Their significant work culminated in the September 13, 2016 release of Mr.

Miller's report on the investigation. In connection with his appointment, Mr. Miller entered into a services agreement that provided for an annual retainer of $60,000 and compensation of $833 per hour.[2]

I. Management Incentive Plan

The Plan Supplement will include the terms of a Management Incentive Plan, to be negotiated by the Debtors and the Second Lien Steering Committee. If the Management Incentive Plan is an equity-based award plan, up to 10 percent of the New Common Stock (on a fully diluted basis) shall be reserved for awards to management of the Reorganized Debtors and the New Board of the Reorganized Parent. The form and timing of additional Management Incentive Plan grants, if any, will be determined by the compensation committee of the New Board of the Reorganized Parent.

J. Governance

The initial New Board of the Reorganized Parent shall have five directors, consisting of: (1) the Chief Executive Officer of Reorganized Parent; and (2) four directors selected by the Second Lien Steering Committee. Successors will be elected in accordance with the New Organizational Documents of Reorganized Parent.

K. Preservation of Tax Attributes

In connection with the Plan, the Debtors have taken steps to preserve their valuable tax attributes, which may be used to offset gains in the event the Plan is structured as a taxable sale of assets or to offset future operating income in the event the Plan is structured as a tax-free reorganization. More specifically, the Sponsors agreed in the prepetition restructuring support agreement not to pledge, encumber, assign, sell, or otherwise transfer, including by the utilization of a worthless stock deduction, offer, or contract to pledge, encumber, assign, sell, or otherwise transfer, in whole or in part, any portion of their right, title, or interests in any of their shares, stock, or other interests in the Debtors to the extent it will impair any of the Debtors' tax attributes. Accordingly, on the Petition Date, the Debtors sought relief from the Bankruptcy Court (1) approving certain notification and hearing procedures related to certain transfers of and declarations of worthlessness for federal or state tax purposes with respect to certain common and preferred stock of the Samson and (2) directing that any purchase, sale, other transfer of, or declaration of worthlessness with respect to such common or preferred stock in violation of the procedures shall be null and void *ab initio*.

IV. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN

A. What is chapter 11?

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

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[2] To date the Debtors have paid Mr. Miller approximately $128,000 (including his annual retainer) during these chapter 11 cases.

Consummating a plan is the principal objective of a chapter 11 case. A bankruptcy court's confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest holder of the debtor, and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor's liabilities in accordance with the terms of the confirmed plan.

B. Why are the Debtors sending me this Disclosure Statement?

The Debtors are seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan. This Disclosure Statement is being submitted in accordance with these requirements.

C. Am I entitled to vote on the Plan?

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold. Each category of holders of Claims or Interests, as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code, is referred to as a "Class." Each Class's respective voting status is set forth below.

D. What will I receive from the Debtors if the Plan is consummated?

The following chart provides a summary of the anticipated recovery to holders of Claims and Interests under the Plan. Any estimates of Claims and Interests in this Disclosure Statement may vary from the final amounts allowed by the Bankruptcy Court. Your ability to receive distributions under the Plan depends upon the ability of the Debtors to obtain Confirmation and meet the conditions necessary to consummate the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN.[3]

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims[4]**	**Projected Recovery Under the Plan**

[3] The recoveries set forth below may change based upon changes in the amount of Claims that are "Allowed" as well as other factors related to the Debtors' business operations and general economic conditions. "Allowed" means with respect to any Claim: (a) a Claim that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated and for which no contrary proof of claim has been filed; (b) a Claim that is not a Disputed Claim or has been allowed by a Final Order; (c) a Claim that is allowed (i) pursuant to the terms of the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith; or (d) a Claim as to which a Proof of Claim has been timely Filed and as to which no objection has been Filed as of the Claims Objection Deadline. Except for any Claim that is expressly Allowed pursuant to the Plan, any Claim that has been, or is hereafter, listed in the Schedules as contingent, unliquidated, or disputed and for which no Proof of Claim has been Filed is not considered Allowed and shall be deemed expunged upon entry of the Confirmation Order.

[4] Amounts are calculated using the midpoint of total enterprise value range.

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims[4]**	**Projected Recovery Under the Plan**
	Administrative Claims	Except with respect to Administrative Claims that are Fee Claims and except to the extent that an Administrative Claim has already been paid during the Chapter 11 Cases or a holder of an Allowed Administrative Claim and the applicable Debtor(s) agree to less favorable treatment, each holder of an Allowed Administrative Claim shall be paid in full in Cash on the unpaid portion of its Allowed Administrative Claim on the latest of: (a) on or as soon as reasonably practicable after the Final Effective Date if such Administrative Claim is Allowed as of the Final Effective Date; (b) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is practicable; provided, however, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with respect to an Administrative Claim previously Allowed by Final Order.	$83,956,936	100%
1	Other Priority Claims	Except to the extent that a holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each such holder shall receive payment in full, in cash, of the unpaid portion of its Allowed Other Priority Claim on the Final Effective Date or as soon thereafter as reasonably practicable (or, if payment	$3,900,000	100%

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims[4]**	**Projected Recovery Under the Plan**
		is not then due, shall be paid in accordance with its terms) or pursuant to such other terms as may be agreed to by the holder of an Allowed Other Priority Claim and the Debtors.		
2	Other Secured Claims	On the Final Effective Date, except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each such holder shall receive either (i) payment in full in cash of the unpaid portion of its Allowed Other Secured Claim on the Final Effective Date or as soon thereafter as reasonably practicable (or if payment is not then due, shall be paid in accordance with its terms), (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.	$927,743	100%
3	First Lien Secured Claims	On the Final Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Allowed First Lien Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed First Lien Secured Claim, each holder of an Allowed First Lien Secured Claim shall receive its Pro Rata distribution of: (i) the First Lien Cash Recovery; and (ii) (a) if such holder (x) votes to accept the Plan by the Voting Deadline or (y) votes to reject the Plan by the Voting Deadline and elects to receive its Pro Rata share in the Exit RBL Facility, then its Pro Rata share of the Exit Facility will be in the Exit RBL Facility; or (b) if such holder (u) votes to reject the Plan by the Voting Deadline and elects to receive its Pro Rata share in	$945,831,987.70	100%

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims[4]**	**Projected Recovery Under the Plan**
		the Exit Term Loan, (v) votes to reject the Plan by the Voting Deadline and makes no election as to whether to receive its Pro Rata share in the Exit RBL Facility or the Exit Term Loan, or (w) fails to properly submit a ballot by the Voting Deadline, then its Pro Rata share of the Exit Facility will be in the Exit Term Loan.		
4	Second Lien Secured Claims	On the Final Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Allowed Second Lien Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Second Lien Secured Claim, each holder of an Allowed Second Lien Secured Claim shall receive its Pro Rata distribution of: (i) 100 percent of the New Common Stock (subject to dilution for the Rights Offering Stock, the Backstop Fee, and the Management Incentive Plan); and (ii) the Rights to participate in the Rights Offering.	$1,011,527,778	22.0%[5]
5	General Unsecured Claims	On the Initial Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General	$2,423,818,350[6]	7.0% - 7.5%[7]

5 Calculated after impact of rights offering but prior to management incentive plan dilution. Notwithstanding the claims classification structure of the Plan, for purposes of this recovery estimate, the Second Lien Secured Claims' recovery takes into account the aggregate recovery of all Second Lien Claims.

6 Excludes Second Lien Deficiency Claims, which Claims are included in the Second Lien Secured Claims' recovery for purposes of this table. Includes Sponsor Management Fee Claim, which will be waived or assigned to the Settlement Trust under the Plan.

7 This recovery range does not include recoveries associated with the Settlement Trust Causes of Action.

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims[4]**	**Projected Recovery Under the Plan**
		Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive its Pro Rata distribution of the beneficial interests in the Settlement Trust, entitling such holder to receive Settlement Trust Recovery Proceeds on account of such interests; *provided* that, on the Initial Effective Date, each holder of a Second Lien Deficiency Claim shall be deemed to have waived any recovery from the Settlement Trust and Settlement Trust Assets on account of and receive no distribution under the Plan with respect to such Second Lien Deficiency Claim; *provided further* that the Sponsors shall not be entitled to any recovery under the Plan and shall receive no distribution on account of the Sponsor Management Fee Claims, which Sponsor Management fee Claims shall either be (i) waived and released by the applicable Sponsors or (ii) Allowed as General Unsecured Claims and contributed by the Sponsors to the Settlement Trust.		
6	Section 510(b) Claims	On the Final Effective Date, each Section 510(b) Claim shall be cancelled without any distribution and such holders of Section 510(b) Claims will receive no recovery.	$0	0%
7	Intercompany Claims	Intercompany Claims may be Reinstated as of the Final Effective Date or, at the Debtors' or the Reorganized Debtors' option, in consultation with the First Lien Agent and the Second Lien Steering Committee, be cancelled, and no distribution shall be made on account of such Claims.	$7,896,830,000	0%-100%
8	Intercompany Interests	Intercompany Interests may be Reinstated as of the Final Effective Date or, at the Debtors' or the Reorganized Debtors' option, in consultation with the First Lien Agent and the Second Lien Steering Committee, be cancelled, and no	N/A	0%-100%

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims[4]**	**Projected Recovery Under the Plan**
		distribution shall be made on account of such Interests.		
9	Interests in Parent	On the Final Effective Date, existing Interests in the Parent shall be deemed canceled and extinguished, and shall be of no further force and effect, whether surrendered for cancelation or otherwise, and there shall be no distribution to holders of Interests in the Parent on account of such Interests.	N/A	0%

E. What will I receive from the Debtors if I hold an Allowed Administrative Claim or a Priority Tax Claim?

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan. Administrative Claims will be satisfied as set forth in Article II.A of the Plan, and Priority Tax Claims will be satisfied as set forth in Article II.C of the Plan.

F. Are any regulatory approvals required to consummate the Plan?

No. There are no known regulatory approvals that are required to consummate the Plan.

G. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, there is no assurance that the Debtors will be able to reorganize their businesses. It is possible that any alternative, including a potential sale under section 363 of the Bankruptcy Code may provide holders of Claims and Interests with less than they would have received pursuant to the Plan. For a more detailed description of the consequences of an extended chapter 11 case, or of a liquidation scenario, *see* "Confirmation of the Plan - Best Interests of Creditors/Liquidation Analysis," which begins on page 63 of this Disclosure Statement, and the Liquidation Analysis attached as **Exhibit F**.

H. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by "Confirmation," "Effective Date," and "Consummation?"

"Confirmation" of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so that the Plan can go effective. Initial distributions to holders of Allowed Claims will only be made on the date the Plan becomes effective—the "Initial Effective Date" or the "Final Effective Date," as applicable—or as soon as practicable thereafter, as specified in the Plan. *See* "Confirmation of the Plan,"

which begins on page 63 of this Disclosure Statement, for a discussion of the conditions precedent to consummation of the Plan.

I. What are the sources of Cash and other consideration required to fund the Plan?

The Plan will be funded by the following sources of Cash and consideration: (a) Cash on hand; (b) Cash proceeds from Asset Sales (if any); (c) the Exit Facility; (d) the issuance and distribution of New Common Stock, including in connection with the Rights Offering and the Backstop Agreement; and (e) the issuance and distribution of Settlement Trust Recovery Proceeds.

J. Are there risks to owning the New Common Stock upon emergence from chapter 11?

Yes. *See* "Risk Factors," which begins on page 51 of this Disclosure Statement.

K. Is there potential litigation related to the Plan?

Parties in interest may object to the approval of this Disclosure Statement and may object to Confirmation of the Plan as well, which objections potentially could give rise to litigation. *See* Article XI.C, which begins on page 64 of this Disclosure Statement.

In the event that it becomes necessary to confirm the Plan over the objection of certain Classes, the Debtors may seek confirmation of the Plan notwithstanding the dissent of such objecting Classes. The Bankruptcy Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code, which allow the Bankruptcy Court to confirm a plan that has been rejected by an impaired Class if it determines that the Plan satisfies section 1129(b) of the Bankruptcy Code. *See* Article IX.A.4, which begins on page 52 of this Disclosure Statement.

L. What is the Management Incentive Plan and how will it affect the distribution I receive under the Plan?

The Plan contemplates the implementation of the Management Incentive Plan, the terms of which shall be negotiated by the Debtors and the Second Lien Steering Committee and included with the Plan Supplement. If the Management Incentive Plan is an equity-based award plan, up to 10 percent of the New Common Stock (on a fully diluted basis) shall be reserved for awards to management of the Reorganized Debtors and the New Board of the Reorganized Parent. The form and timing of additional Management Incentive Plan grants, if any, will be determined by the compensation committee of the New Board of the Reorganized Parent.

M. Will the final amount of Allowed General Unsecured Claims affect my recovery under the Plan?

The Debtors estimate that General Unsecured Claims total approximately $2.4 billion.[8] Each holder of a General Unsecured Claim shall receive its Pro Rata distribution of the beneficial interests in the Settlement Trust and the Settlement Trust Recovery Proceeds on account of such interests. Although the Debtors' estimate of General Unsecured Claims is the result of the Debtors' and their advisors' careful analysis of available information, General Unsecured Claims actually asserted against the Debtors may be higher or lower than the Debtors' estimate provided herein, which difference could be material. Moreover, the Debtors are rejecting and in the future may reject certain Executory Contracts and Unexpired Leases, which may result in additional rejection damages claims not accounted for in this

[8] This estimate does not include Second Lien Deficiency Claims.

estimate. Further, the Debtors or the Committee may object to certain proofs of claim, and any such objections could ultimately cause the total amount of General Unsecured Claims to change. These changes could affect recoveries for holders of Claims in Class 5, and such changes could be material.

N. How will Claims asserted with respect to rejection damages affect my recovery under the Plan?

The Debtors' estimate that General Unsecured Claims total approximately $2.4 billion,[9] which includes estimated Claims arising from the Debtors' rejection of Executory Contracts and Unexpired Leases. To the extent that the actual amount of rejection damages claims changes, the value of recoveries to holders of Claims in Class 5 could change as well, and such changes could be material.

O. How will the preservation of the Causes of Action impact my recovery under the Plan?

The Plan provides for the retention of all Causes of Action other than those that are expressly waived, relinquished, exculpated, released, compromised, or settled.

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article IV.B, Article IV.O, and Article III of the Plan, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Initial Effective Date or the Final Effective Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Causes of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Court order, the Debtors or Reorganized Debtors, as applicable, 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 the Confirmation or Consummation.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity (including, for the avoidance of doubt, any claim which remains if a Plan release is not approved by the Confirmation Order), shall vest in the Reorganized Debtors. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court.

[9] This estimate does not include Second Lien Deficiency Claims.

P. How will the release of Avoidance Actions affect my recovery under the Plan?

On the Initial Effective Date, the Debtors, on behalf of themselves and their estates, shall release any and all Avoidance Actions, except for the Settlement Trust Causes of Action, and the Debtors and the Reorganized Debtors, and any of their successors or assigns and any Entity acting on behalf of the Debtors or the Reorganized Debtors shall be deemed to have waived the right to pursue any and all such released Avoidance Actions.

Q. Will there be releases and exculpation granted to parties in interest as part of the Plan?

Yes, the Plan provides releases to the Released Parties and exculpates the Exculpated Parties. The Debtors' releases, third-party releases, and exculpation provisions included in the Plan are an integral part of the Restructuring Transactions contemplated by the Plan and the Debtors' overall restructuring efforts. All of the Released Parties and the Exculpated Parties have made substantial and valuable contributions to the Debtors' restructuring through efforts to negotiate and implement the Plan, which will maximize and preserve the going-concern value of the Debtors for the benefit of all parties in interest. Accordingly, each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

The Plan will preserve the Debtors' valuable tax attributes to offset gains in the event the Plan is structured as a taxable sale of assets or to offset future operating income in the event the Plan is structured as a tax free reorganization. Preserving the Debtors' valuable tax attributes—specifically, $1.4 billion of net operating losses ("NOLs") that can offset current and future tax obligations—is critical to any restructuring. Preservation of the NOLs would not be possible without the support of the Sponsors. Before the Petition Date, certain direct and indirect holders of common stock approached the Debtors and certain of the Sponsors seeking to have their interests repurchased so that these holders could take a worthless stock deduction in 2015. These transactions were carefully considered and ultimately approved and executed in a manner that avoided triggering any ownership change. Any additional transfer or redemption of common stock by the Sponsors, however, likely would impair substantially the value of, or otherwise restrict Samson's use of, the NOLs. Like other equity owners, the Sponsors have indicated their desire to obtain the benefits associated with a worthless stock deduction in 2015.

To ensure that the valuable NOLs are preserved and can be utilized by Samson, the transaction contemplated by the prepetition restructuring support agreement was structured to include certain agreements with the Sponsors. More specifically, and in return for mutual releases between the parties, the Sponsors agreed subject to the terms of the prepetition restructuring support agreement not to sell or transfer any of their equity interests in the Debtors (including by utilization of a worthless stock deduction) to the extent it would impair any of the Debtors' tax attributes. While the Sponsors could have pursued the prepetition noteholder-led transaction to preserve their 85 percent equity interests and hope for a turnaround, the Sponsors instead determined to support the transaction that was achievable and in the best interests of the Debtors.

The Sponsors together with the other equity owners collectively invested approximately $4.1 billion of equity to purchase the Debtors. As part of the 2011 buyout and related equity investment, the Sponsors received certain fees of approximately $77.4 million. Since the 2011 Acquisition, the owners invested significant time and energy in the Debtors. Pursuant to the terms of the Consulting Agreement dated as of December 21, 2011, which contract was entered into as part of the 2011 Acquisition, the Sponsors received advisory fees totaling approximately $38.4 million through the end of 2014. Following the significant decline in the price of oil in late 2014, combined with the deterioration in

the Debtors' asset base as reported in early 2015, the Debtors and the Sponsors executed the Consent to Extension dated March 30, 2015, pursuant to which advisory fees due in 2015 were temporarily deferred.

Each holder of a Claim or Interest that (i) votes to accept or is deemed to accept the Plan or (ii) votes to reject the Plan, is deemed to reject the Plan, or is in a voting Class that abstains from voting on the Plan but does not elect to opt out of the release provisions contained in Article VII of the Plan will be deemed to have expressly, unconditionally, generally, individually, and collectively released and discharged all Claims and Causes of Action against the Debtors and the Released Parties. The releases represent an integral element of the Plan.

Based on the foregoing, the Debtors believe that the releases and exculpations in the Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United States Court of Appeals for the Third Circuit. Moreover, the Debtors will present evidence at the hearing on confirmation (the "Confirmation Hearing") to demonstrate the basis for and propriety of the release and exculpation provisions.

1. Release of Liens

Except as otherwise specifically provided in the Plan, the Exit Facility Documents (including in connection with any mortgage, deed of trust, Lien, pledge, or other security interest that shall be continued, amended, or extended with respect to the Reorganized Debtors' assets, as set forth under the Exit Facility Documents), or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Initial Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Initial Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Court and without any action or Filing being required to be made by the Debtors. In addition, subject to the occurrence of the Final Effective Date, and except for those mortgages, deeds of trust, Liens, pledges, and other security interests in the assets retained by the Reorganized Debtors being maintained under the Exit Facility Documents, the First Lien Agent and the Second Lien Agent shall execute and deliver all documents reasonably requested by the Debtors, Reorganized Debtors, or administrative agent(s) for the Exit Facility to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Reorganized Debtors to file UCC-3 termination statements (to the extent applicable) with respect thereto. For the avoidance of doubt, all expenses incurred by the First Lien Agent or the Second Lien Agent in connection with the foregoing shall be paid or reimbursed by the Reorganized Debtors.

2. Debtor Release

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, on and after the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date), the Released Parties are deemed expressly, unconditionally, generally, and individually and collectively, acquitted, released and discharged by the Debtors, the Reorganized Debtors, and the Estates, each on behalf of itself and its predecessors, successors and assigns, subsidiaries, affiliates, current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative

claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such releasing party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of, or any other transaction relating to any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, or each of the Sponsors, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Terms, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; *provided* that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

3. Third Party Release

Except as otherwise provided in the Plan, as of the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the Debtors, Reorganized Debtors, and Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such

Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, or any other transaction relating to any security of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, or each of the Sponsors, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Terms, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Exit Facility, the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; *provided* that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding any language in the third party release to the contrary, nothing in the third party release is intended or shall release any obligations arising under or that become due under the Exit Facility Documents.

4. Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Exculpated Claim; *provided* that the foregoing "Exculpation" shall have no effect on the liability of any entity that results from any such act or omission that is determined by a Final Order to have constituted gross negligence or willful misconduct. The Exculpated Parties have participated in any and all activities potentially underlying any Exculpated Claim in good faith and in compliance with the applicable laws.

5. Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims or

Interests that have been released pursuant to Article VII.E or VIII.F of the Plan, discharged pursuant to Article VIII.B of the Plan, or are subject to exculpation pursuant to Article VIII.G of the Plan, are permanently enjoined, from and after the Initial Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Non-Debtor Subsidiaries, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan. In addition, and without limiting the foregoing, from and after the Initial Effective Date, holders of General Unsecured Claims shall be permanently enjoined from taking any of the foregoing actions against the Debtors, the Non-Debtor Subsidiaries, and the Reorganized Debtors on account of such General Unsecured Claims.

For more detail see "Article VIII - Settlement, Release, Injunction and Related Provisions," which begins on page 34 of the Plan, and is incorporated herein by reference.

R. What impact does the Claims Bar Date have on my Claim?

The Bankruptcy Court established November 20, 2015, at 5:00 p.m., prevailing Eastern Time, as the Claims bar date (the "Bar Date") in the Chapter 11 Cases. The following entities holding Claims against the Debtors that arose (or that are deemed to have arisen) prior to the Petition Date, including without limitation Class 5 General Unsecured Claims, were required to file proofs of claim on or before the Bar Date: (1) any entity whose Claim against a Debtor is not listed in the applicable Debtor's schedules of assets and liabilities ("Schedules") or is listed in the applicable Debtor's Schedules as contingent, unliquidated, or disputed if such entity desires to participate in any of the Chapter 11 Cases or share in any distribution in any of the Chapter 11 Cases; (2) any entity that believes its Claim is improperly classified in the Schedules or is listed in an incorrect amount and desires to have its Claim allowed in a different classification or amount from that identified in the Schedules; (3) any entity that believes its Claim as listed in the Schedules is not an obligation of the specific Debtor against which the Claim is listed and that desires to have its Claim allowed against a Debtor other than that identified in the Schedules; and (4) any entity that believes its Claim against a Debtor is or may be an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code (but not any entity that believes it holds an administrative expense Claim under section 503(b)(1) of the Bankruptcy Code).

In accordance with Bankruptcy Rule 3003(c)(2), if any person or entity that was required, but failed, to file a proof of claim on or before the Bar Date: (1) such person or entity will be forever barred, estopped, and enjoined from asserting such Claim against the Debtors (or filing a proof of claim with respect thereto); (2) the Debtors and their property may be forever discharged from any and all indebtedness or liability with respect to or arising from such Claim; (3) such person or entity will not receive any distribution in the Chapter 11 Cases on account of that Claim; and (4) such person or entity

will not be permitted to vote on any plan or plans of reorganization for the Debtors on account of these barred Claims or receive further notices regarding such Claim.

As described in this Disclosure Statement, the distribution you receive on account of your Claim (if any) may depend, in part, on the amount of Claims for which proofs of claim are filed on or before the Bar Date.

S. What is the deadline to vote on the Plan?

The Voting Deadline is February 6, 2017 at 5:00 p.m. (prevailing Eastern Time).

T. How do I vote for or against the Plan?

Detailed instructions regarding how to vote on the Plan are contained on the ballots distributed to holders of Claims that are entitled to vote on the Plan. For your vote to be counted, your ballot must be completed and signed so that it is **actually received** by February 6, 2017 at 5:00 p.m. (prevailing Eastern Time) at the following address: Samson Resource Corporation, c/o GCG, P.O. Box 10238, Dublin, OH 43107-5738 *See* Article X of this Disclosure Statement, which begins on page 61of this Disclosure Statement.

U. Why is the Bankruptcy Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan.

V. When is the Confirmation Hearing set to occur?

The Bankruptcy Court has scheduled the Confirmation Hearing for February 13, 2017 at 12:00 noon (prevailing Eastern Time). The Confirmation Hearing may be adjourned from time to time without further notice.

Objections to Confirmation of the Plan must be filed and served on the Debtors, and certain other parties, by no later than February 9, 2017 at 5:00 p.m. (prevailing Eastern Time) in accordance with the notice of the Confirmation Hearing that accompanies this Disclosure Statement and the Disclosure Statement Order attached hereto as **Exhibit C** and incorporated herein by reference.

The Debtors will publish the notice of the Confirmation Hearing, which will contain the deadline for objections to the Plan and the date and time of the Confirmation Hearing, in *The New York Times* and *Tulsa World* to provide notification to those persons who may not receive notice by mail. The Debtors may also publish the notice of the Confirmation Hearing in such trade or other publications as the Debtors may choose.

W. What is the purpose of the Confirmation Hearing?

The confirmation of a plan of reorganization by a bankruptcy court binds the debtor, any issuer of securities under a plan of reorganization, any person acquiring property under a plan of reorganization, any creditor or equity interest holder of a debtor, and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a plan of reorganization discharges a debtor from any debt that arose before the confirmation of such plan of reorganization and provides for the treatment of such debt in accordance with the terms of the confirmed plan of reorganization.

X. What is the effect of the Plan on the Debtors' ongoing business?

The Debtors are reorganizing under chapter 11 of the Bankruptcy Code. As a result, Confirmation means that the Debtors will not be liquidated or forced to go out of business. Following Confirmation, the Plan will be consummated on the Initial Effective Date, which is a date selected by the Debtors that is the first business day after which all conditions to Consummation have been satisfied or waived. *See* Article IX of the Plan. On or after the Initial Effective Date, and unless otherwise provided in the Plan, the Reorganized Debtors may operate their businesses and, except as otherwise provided by the Plan, may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Additionally, upon the Initial Effective Date, all actions contemplated by the Plan will be deemed authorized and approved.

Y. Will any party have significant influence over the corporate governance and operations of the Reorganized Debtors?

As of the Final Effective Date, the term of the current members of the boards of directors of the Debtors shall expire, and the initial boards of directors, including the New Boards, as well as the officers of each of the Reorganized Debtors, shall be appointed in accordance with the New Organizational Documents and other constituent documents of each Reorganized Debtor. The initial New Board of the Reorganized Parent shall have five directors, consisting of: (1) the Chief Executive Officer of Reorganized Parent; and (2) four directors selected by the Second Lien Steering Committee. Successors will be elected in accordance with the New Organizational Documents of Reorganized Parent.

Z. Who do I contact if I have additional questions with respect to this Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Debtors' notice, claims, and solicitation agent, Garden City Group, LLC:

By regular mail at:
Samson Resources Corporation
c/o GCG
P.O. Box 10238
Dublin, OH 43017-5738

By hand delivery or overnight mail at:
Samson Resources Corporation
c/o GCG
5151 Blazer Parkway, Suite A
Dublin, OH 43017

By electronic mail at:
SMNinfo@gardencitygroup.com

By telephone at:
(888) 547-8096 (U.S. and Canada)
(614) 779-0358 (International)

Copies of the Plan, this Disclosure Statement, and any other publicly filed documents in the Chapter 11 Cases are available upon written request to the Debtors' notice, claims, and solicitation agent at the address above or by downloading the exhibits and documents from the website of the Debtors'

notice, claims, and solicitation agent at www.GardenCityGroup.com/cases/SamsonRestructuring (free of charge) or the Bankruptcy Court's website at www.deb.uscourts.gov (for a fee).

AA. Do the Debtors recommend voting in favor of the Plan?

Yes. The Debtors believe the Plan provides for a larger distribution to the Debtors' creditors than would otherwise result from any other available alternative. The Debtors believe the Plan, which contemplates a significant deleveraging, is in the best interest of all holders of Claims, and that other alternatives fail to realize or recognize the value inherent under the Plan.

BB. Who Supports the Plan?

The Plan is supported by the Debtors, the Committee, the First Lien Agent, certain First Lien Lenders holding approximately 52 percent of the First Lien Secured Claims, and certain Second Lien Lenders holding approximately 57 percent of the Second Lien Secured Claims.

V. THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW

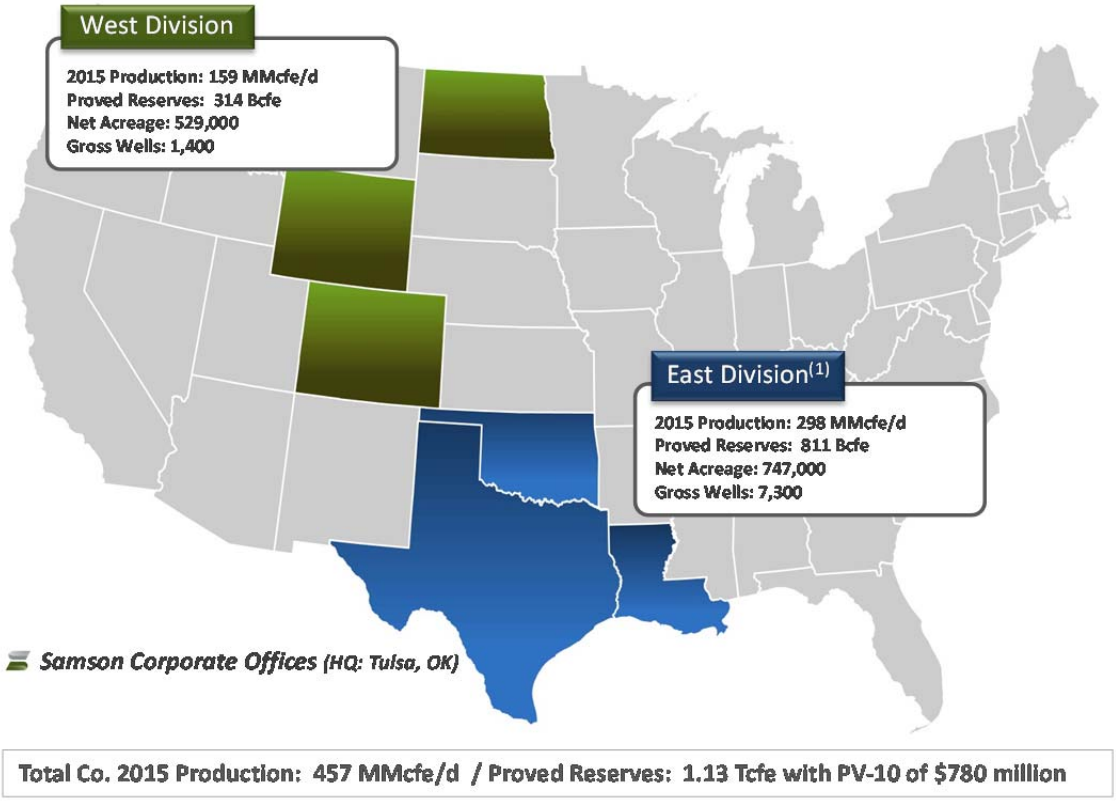
The Debtors are an onshore oil and gas exploration and production company that, as of the Petition Date, owned royalty and working interests in various oil and gas leases primarily located in Colorado, Louisiana, North Dakota, Oklahoma, Texas, and Wyoming, which generated approximately $493 million of commodity revenue in 2015. As of the Petition Date, the Debtors generated most of their revenue through three operating companies: Samson, Samson Contour Energy E&P, LLC ("Contour"), and Samson Lone Star, LLC ("Lone Star," and together with Samson and Contour, the "Operating Companies"). As of the Petition Date, the Operating Companies operated or had interests in approximately 8,700 oil and gas production sites, generating revenue through sales of oil and natural gas to wholesale oil and natural gas buyers and distributors throughout the United States. Below is a summary of the Debtors' businesses and operations.

A. Assets and Operations as of the Petition Date

On the Petition Date, the Debtors operated throughout the United States and organized their operations into an East Division and a West Division.

The East Division comprised approximately 7,300 wells, a net acreage of 747,000, and proved reserves totaling 811 billions of cubic feet equivalent ("Bcfe"). The 2015 net production in the East Division was approximately 298 millions of cubic feet equivalent per day ("MMcfe/d").

The West Division comprised approximately 1,400 wells, a net acreage of 529,000, and proved reserves totaling 314 Bcfe. The 2015 net production in the West Division was approximately 159 MMcfe/d.



1. *Includes a small "Other" business unit that reflects the Debtors' interest in certain non-core assets located throughout the continental United States.*

Beginning in February 2015, in an effort to decrease costs, streamline operations, and preserve liquidity, the Debtors suspended all drilling activity and are not currently developing any new operated wells. The Debtors' business plan currently assumes the resumption of drilling beginning in mid-2017.

As of the Petition Date, the Debtors had approximately 600 full-time employees. None of their employees is represented by a collective bargaining unit.

A corporate organization chart is attached hereto as **Exhibit B**.

B. Prepetition Capital Structure

As of the Petition Date,[10] the Debtors reported approximately $4.9 billion in total liabilities. As described in greater detail below, the Debtors' significant funded debt obligations include: (i) approximately $942 million in principal amount of obligations under the Debtors' First Lien Credit Agreement; (ii) approximately $1.0 billion in principal amount of obligations under the Debtors' Second Lien Credit Agreement; and (iii) approximately $2.25 billion in principal amount of 9.75% Senior Notes Due 2020.

10 These financial figures reflect the Debtors' review of their businesses as of the Petition Date. The Debtors reserve all rights to revise and supplement the figures presented herein.

1. First Lien Credit Facility

The Debtors are party to a reserve-based revolving credit facility issued pursuant to a First Lien Credit Agreement under which approximately $942 million in principal amount of obligations was outstanding as of the Petition Date. The First Lien Credit Facility was subject to a borrowing base, which was subject to redetermination by the First Lien Agent and the First Lien Lenders based on the value of the Debtors' oil and gas reserves.

The First Lien Credit Agreement has been amended five times, including most recently on March 18, 2015. The Debtors drew the remainder of available commitments under the First Lien Credit Facility on January 16, 2015. As of the Petition Date, the borrowing base under the First Lien Credit Facility was $950 million, and the facility was approximately fully drawn. The First Lien Credit Facility bears interest at a floating rate; for the six months ended June 30, 2015, the weighted average interest rate was 3.5%. The First Lien Credit Facility matures in December 2016.

The Debtors and the First Lien Agent agree that the First Lien Credit Facility is guaranteed by each of the Debtors and is secured by a lien on substantially all assets and capital stock of Samson Investment Company and all wholly-owned domestic restricted subsidiaries, including a security interest in the Debtors' approximately $220 million in cash on hand and real property mortgages on at least 95% of the Debtors' oil and gas properties. The Committee has challenged the validity of the claims and liens issued in connection with the First Lien Credit Facility.

Prior to the Petition Date, the Debtors routinely entered into hedging arrangements with certain counterparties to provide partial protection against declines in oil and natural gas prices. The Debtors based their hedging strategy on a view of existing and forecasted production volumes, budgeted drilling projections, and current and future market conditions, and such hedging arrangements often took the form of oil and natural gas price collars and swap agreements. Certain of the counterparties under the hedging agreement are also lenders under the First Lien Credit Agreement. As of the Petition Date, the hedges were in the Debtors' favor in an aggregate amount of approximately $105 million. Certain hedge counterparties may seek to terminate the Debtors' hedges in connection with the Chapter 11 Cases.

2. Second Lien Term Loan

On September 25, 2012, the Debtors entered into the Second Lien Credit Agreement. The term loan under the Second Lien Credit Agreement totals approximately $1.0 billion in principal amount and matures in 2018. It bears interest at a floating rate; for the six months ended March 31, 2015, the weighted average interest rate was 5.0%.

The Debtors and the Second Lien Agent agree that the obligations under the Second Lien Credit Agreement are guaranteed by all of the Debtors and secured by a second lien on substantially all assets and capital stock of Samson Investment Company and all wholly-owned domestic restricted subsidiaries, including real property mortgages on at least 95% of the Debtors' oil and gas properties. The Committee has challenged the validity of the claims and liens issued in connection with the Second Lien Credit Agreement. An intercreditor agreement governs the relative rights of the First Lien Lenders and the Second Lien Lenders and provides other protections for the benefit of such parties.

3. Senior Unsecured Notes

On February 8, 2012, Samson Investment Company issued $2.25 billion in principal amount of 9.75% Senior Notes Due 2020 under the Indenture, dated as of February 8, 2012, between Samson Investment Company, as issuer, certain of the Debtors, as guarantors, and the Indenture Trustee.

Proceeds from the issuance of the Notes were used to repay borrowings under a bridge facility associated with the 2011 Acquisition.

The interest rate under the Indenture and the Notes is 9.75%, payable semi-annually in February and August, subject to a thirty-day grace period. The Senior Notes are guaranteed by all of the Debtors. The Debtors did not make the approximately $110 million interest payment on the Senior Notes due on August 17, 2015.

4. Preferred Stock

In December 2011, as part of the 2011 Acquisition, Samson Resources Corporation issued 180,000 shares of cumulative redeemable preferred stock to the Debtors' former equity holders. The shares are redeemable at Samson Resources Corporation's option at any time at a per share redemption price equal to the liquidation amount of the share plus any accrued and unpaid dividends compounded quarterly to the date of redemption and are mandatorily redeemable on the earliest to occur of July 1, 2022, or the consummation of an initial public equity offering or a change in control.

VI. EVENTS LEADING TO THE CHAPTER 11 FILINGS

A. Commodity Price Decline

Over the course of the last three years, macroeconomic factors have made it difficult for the Debtors to support their leveraged debt obligations. After the 2011 leveraged buyout, already-low natural gas prices declined significantly to $1.95 per MMBtu in April 2012, down approximately 40 percent since the buyout—materially reducing the cash flows the Debtors had to meet their interest payment burden and invest in developing their oil, natural gas, and natural gas liquids (the "NGLs") assets. At the same time, overall oil and gas drilling activity in North America continued to rise, putting pressure on service costs due to high demand for oilfield services.

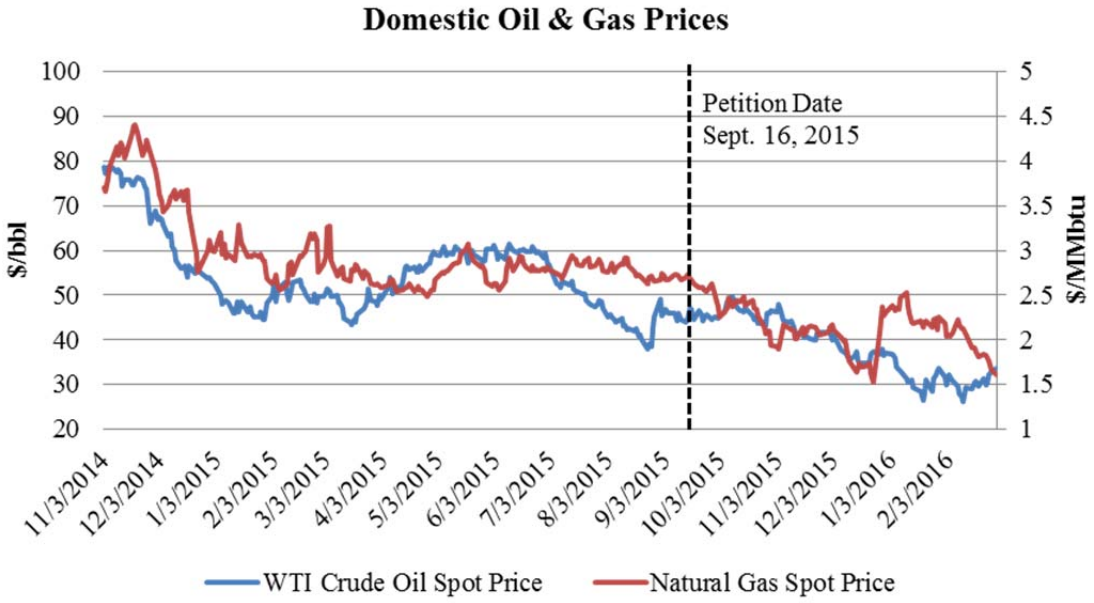
The Debtors also faced their own difficulties. Challenges with then-existing management necessitated the replacement of the entire senior executive team starting in 2012. Moreover, certain of the Debtors' assets proved to be less productive than originally anticipated, and the Debtors' drilling program failed to deliver the expected results.

With natural gas prices remaining low, oil prices likewise began a steep descent beginning in mid-2014. Worsening the decline, in November 2014, the Organization of Petroleum Exporting Countries ("OPEC")—after years of tempering significant fluctuations in oil prices through the control of supply—announced that it would not reduce production quotas in the face of the significant decrease in the price of oil. OPEC's announcement drove the price of oil below $54 a barrel by the end of 2014, a total drop of more than 50 percent from the beginning of the year. In addition to decreasing revenue, the lower commodity prices resulted in lower borrowing capacity under the Debtors' revolving credit facility (and a lack of viable financing from other potential sources). The Debtors' commodity hedges partially offset the impact of these price changes, but nonetheless the Debtors' struggles to meet their interest burden and invest in the growth of the business continued.

In early 2014, the Debtors developed a plan to improve performance and profitability by selling certain non-core assets, limiting capital to the most repeatable drilling opportunities, and looking for opportunities to add new assets. Management considered creating a spin-off master limited partnership with a portion of the Debtors' assets and also considered creating a publicly traded growth platform with the Debtors' growth assets. The Debtors aggressively pursued this non-core asset plan until the most recent commodity price declines made clear it was not feasible for the Debtors to execute on the strategy. Although the Debtors were able to sell their Arkoma Basin properties in Oklahoma for approximately

$48 million in March 2015, the price drops hampered their ability to sell any other assets to help alleviate liquidity problems.

The difficulties faced by the Debtors are consistent with problems faced industry-wide. Exploration and production companies and others have been challenged by relatively low natural gas prices for several years, and prices remain below $2.50/MMBtu today. The scale of the oil price decline cannot be understated. In February 2016, the price of West Texas Intermediate oil dipped to approximately $26 per barrel, the lowest price since 2002, and has since generally remained below $55 per barrel. The chart below illustrates the depth of the decline in oil and gas prices over the period from November 2014–February 2016.[11]



B. Prepetition Restructuring Initiatives

Given their significant debt obligations and the state of the pricing environment for hydrocarbons at the end of 2014, the Debtors faced immediate challenges. With liquidity under severe pressure from lower pricing and revenues, the Debtors faced an interest payment of approximately $110 million under the Debtors' Senior Notes due on February 17, 2015. Additionally, a redetermination of the borrowing base under the First Lien Credit Facility was scheduled for April 1, 2015 (which was anticipated to significantly reduce availability given the decline in oil and gas prices).

The Debtors took aggressive and proactive steps—from significant cost-cutting measures (including the suspension of all drilling activity, a significant reduction in work force, and a shut-in well project all to increase cash flow) and performance improvement initiatives to select asset sales and an in-depth strategic review of all assets and operations—to address these challenges. In addition, in December 2014, the Debtors hired restructuring professionals, including Kirkland & Ellis LLP and Blackstone

11 Source: Bloomberg.

Advisory Partners L.P.,[12] to begin exploring restructuring alternatives. In February 2015, the Debtors also retained Alvarez & Marsal North America, LLC.

The Debtors, with the help of their advisors, began working in earnest to consider restructuring alternatives and ensure that their businesses were best positioned to compete in the exploration and production industry going forward. To achieve an orderly restructuring and maximize the value of the Debtors' businesses, a series of steps were undertaken in a coordinated manner during the year preceding the filing of the Chapter 11 Cases.

1. Strategic Review of Assets

Starting as early as 2014, in anticipation of the issues they face today, the Debtors began evaluating their asset base to determine which assets are "core" (i.e., capable of supporting long-term and sustainable drilling programs with acceptable returns) and which assets are "non-core" (i.e., assets that do not integrate well with the rest of the asset profile). The Debtors also identified "upside assets," which had reasonable potential, but required further exploration. The Debtors continued this analysis throughout 2015 and intend to consider potential Asset Sales to increase available funds for distribution to creditors.

2. January 2015 Revolver Draw

Given the significant disruptions and uncertainty in the oil and gas industry and a need to bolster liquidity to maximize flexibility as they considered potential restructuring options, the Debtors determined that a full draw of the First Lien Credit Facility was necessary to best position the Debtors in the short and longer term. Consequently, the Debtors drew the remainder of available commitments under the First Lien Credit Facility on January 16, 2015.

3. Prepetition Noteholder Initial Proposal

On January 30, 2015, the Debtors received a debt exchange and financing proposal from Oaktree and GSO. The proposal from Oaktree and GSO contemplated an exchange at 60 percent of the aggregate outstanding amount of the existing Senior Notes held by Oaktree and GSO into 12 percent "1.5" lien notes that would constitute "First Priority Debt" under the Second Lien Credit Agreement, have the benefit of the Intercreditor Agreement, and be subject to a new intercreditor agreement between the First Lien Agent and the trustee under the indenture for the new notes. In connection with the exchange, Oaktree and GSO would provide $200 million ($100 million each) of new "last out" loans, bearing interest at 8 percent per annum, which would rank *pari passu* in right of payment with Samson's First Lien Credit Facility.

After reviewing the proposal and clarifying several questions with Oaktree and GSO, the Debtors determined that this initial proposal was not actionable. Among other issues, the initial proposal did not take into account the deterioration in the asset base and current valuation that would be reflected in the Debtors' upcoming financial disclosures. As a result, and because the Debtors were just beginning discussions with the First Lien Lenders regarding the March borrowing base redetermination, the Debtors explained to Oaktree and GSO that they would be in a better position to engage in discussions beginning in March or April, once all relevant financial information was publicly disclosed.

[12] Effective October 1, 2015, Blackstone Advisory Partners L.P. spun off from the Blackstone Group L.P. and combined with PJT Partners L.P.

4. Suspension of Drilling and Workforce Reduction

Beginning in February 2015, in an effort to decrease costs, streamline operations, and preserve necessary liquidity, the Debtors suspended all drilling activity and limited capital spending. As a result of the Debtors' cost-cutting efforts, capital expenditures fell from $635.0 million in 2014 to $264.9 million in 2015—an annual savings of almost $400 million. The Debtors also announced a plan to reduce their workforce by approximately 35 percent (approximately 375 employees) in March 2015. The workforce reduction affected management, technical, back office, and field operations. The Debtors closed small offices in the Woodlands, Texas, Oklahoma City, Oklahoma, and Bossier City, Louisiana, reduced their vehicle fleet by approximately 100, and consolidated technical software applications. These cuts resulted in approximately $60 million of annualized savings.

Despite these efforts, the Debtors were not able to insulate themselves from the market turmoil that has hit every level of the oil and gas industry worldwide, and it became clear that the Debtors would not be able to continue to support their capital structure and comply with restrictive covenants in their credit documents without a comprehensive balance sheet restructuring. Thus, to optimize their ability to restructure effectively—whether through an in- or out-of-court transaction—the Debtors took steps to engage their creditor constituents in meaningful negotiations on a comprehensive financial reorganization.

C. Further Prepetition Negotiations with Creditors

Following the March 2015 amendment, the Debtors kicked off discussions with advisors to the Second Lien Agent and advisors to certain Senior Noteholders regarding potential restructuring solutions. The primary objective was to find a solution that satisfied the following main parameters:

- deleverage the Debtors' debt obligations and reduce their debt-service expenses to a level more manageable under expected operating cash flow;
- facilitate the availability of new capital to restart drilling activity and to support operations as the challenges facing the E&P industry continue;
- provide sufficient runway should pricing improvements not materialize in the short term; and
- maximize enterprise value.

The Debtors and their advisors engaged in discussion with certain of the Second Lien Lenders, Senior Noteholders, and their respective advisors prior to the bankruptcy filing. These discussions led to the negotiation with both groups of draft term sheets for two potential transactions, both aimed at maximizing value for all stakeholders and providing the Debtors with a manageable debt load and available capital to ensure that they would be best-positioned to compete in the exploration and production industry after their restructuring.

1. Noteholder Negotiations

The Debtors engaged in discussions with Senior Noteholders, including GSO and Oaktree. The discussions with the Senior Noteholders focused on a potential out-of-court exchange and recapitalization transaction (the "Noteholder Transaction"). More specifically, the Noteholder Transaction contemplated an exchange of all of the Debtors' Senior Notes for new secured notes and a new-money investment of $650 million. In all of the noteholder-led proposals, both the exchanged existing Senior Notes and the new money investment would be invested on a priming basis vis-à-vis the $1 billion second lien credit facility. Whereas the initial Senior Noteholder proposal contemplated an exchange at 60 percent of the aggregate outstanding Senior Notes, the last proposal contemplated an exchange at 20 percent of the

aggregate outstanding Senior Notes. While the Noteholder Transaction would have resulted in deleveraging through the exchange of existing Senior Notes at a significant discount, the transaction would have left the Debtors with approximately $2.9 billion of indebtedness.

For the Noteholder Transaction to be successful, broad Senior Noteholder support was necessitated so as to actually achieve deleveraging and avoid holdouts. The Senior Noteholder group itself had approximately 50 percent of the outstanding Senior Notes, and the term sheet contemplated achieving 95 percent support from all Senior Noteholders. In addition, the Debtors and the Senior Noteholders needed to reach an agreement on a refinancing of the First Lien Credit Facility with JPMorgan or an alternative provider of financing. None of the potential financing sources approached by the Debtors indicated a willingness to finance this transaction. Further, the Debtors would need to reach an agreement with the holders of the Preferred Interests. Because of the upcoming coupon payment due under the Senior Notes Indenture on August 17, 2015, the exchange would need to be launched and closed before the expiration of the grace period on September 16, 2015. Thus, these contingencies needed to be resolved in that timeframe.

A number of factors contributed to the inability to reach an agreement on the Noteholder Transaction, including:

- The Senior Noteholder group itself only had approximately 50 percent of all outstanding Senior Notes and the term sheet contemplated achieving 95 percent support from all Senior Noteholders.

- The transaction required the Debtors to reach agreement with holders of Preferred Interests in a condensed timeframe in order for the transaction to be successful.

- A precipitous drop in oil prices combined with other factors, including fears regarding China's economic growth, led to a significant softening of credit markets for exploration and production companies and made it difficult to agree on the terms of the new money investment.

- The Debtors' need to refinance or amend the First Lien Credit Facility in connection with the Noteholder Transaction (in unfavorable market conditions), which created additional material execution risk and could have heightened the impact the credit market restrictions would have had on the Debtors post-transaction.

- The Senior Noteholder group insisted that the Debtors' current equity owners invest incremental capital as part of recapitalization. The equity owners, though, were not prepared to make an additional investment in light of the current commodity price environment (among other things).

For these reasons, among others, the Debtors and the Senior Noteholders were unable to reach an agreement regarding the terms of a transaction and terminated their negotiations in late July 2015. This decision was made notwithstanding threats of litigation in any corresponding bankruptcy proceeding if the Debtors did not capitulate to the Noteholder Transaction.

2. Second Lien Lender Negotiations

At the same time as the Senior Noteholder negotiations, the Debtors continued to discuss and negotiate a potential restructuring and recapitalization led by certain of its Second Lien Lenders. The Debtors employed a dual-path approach to foster competition between the two constituencies and negotiate the best overall solution for all stakeholders.

The large group of Second Lien Lenders proposed to deleverage the Debtors' balance sheet by eliminating more than $3 billion of debt through a debt-for-equity exchange and contributing fresh capital to fund operations. The transaction contemplated a rights offering open to all Second Lien Lenders to be backstopped by a group of Second Lien Lenders. Preserving the Debtors' valuable tax attributes—specifically, approximately $1.4 billion of NOLs as of December 31, 2014, that can offset current and future income tax obligations—is critical to any restructuring and was a component of the discussions with the Second Lien Lenders. Before the Petition Date, certain direct and indirect holders of common stock approached the Debtors and the Sponsors seeking to have their interests repurchased so that these holders could take a worthless stock deduction in 2015. These transactions were carefully considered and ultimately approved and executed in a manner so as to avoid triggering an "ownership change" within the meaning of section 382 of the Internal Revenue Code, which would substantially limit the use of such NOLs going forward. Certain additional transfers or redemptions of common stock by the Sponsors, however, may impair substantially the value or otherwise restrict the Debtors' use of the NOLs. Like other equity owners, the Sponsors have indicated their desire to obtain the benefits associated with the loss inherent in their stock. The transaction was structured to include certain agreements with the Sponsors that were intended to ensure that the valuable NOLs are preserved and can be utilized by the Debtors.

To ensure that the valuable NOLs were preserved and could be utilized by the Debtors, the transaction negotiated with the Second Lien Lenders was structured to include certain agreements as set forth in the prepetition restructuring support agreement with the Sponsors. More specifically, and in return for certain releases contemplated by the prepetition restructuring support agreement, the Sponsors agreed subject to the terms of the prepetition restructuring support agreement not to sell or transfer any of their shares, stock, or other interests in the Debtors (including by utilization of a worthless stock deduction) to the extent it would impair any of the Debtors' tax attributes.

The Debtors originally filed the Chapter 11 Cases to implement this transaction. For the reasons explained more fully above in Section II including, most notably, a further decline in natural gas and oil prices following the Petition Date, the transaction contemplated by the restructuring support agreement is no longer viable.

VII. MATERIAL DEVELOPMENTS AND EVENTS OF THE CHAPTER 11 CASES

A. First Day Relief

On the Petition Date, the Debtors filed several motions (the "First Day Motions") designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations, by, among other things, easing the strain on the Debtors' relationships with employees, vendors, and customers following the commencement of the Chapter 11 Cases. On September 17, 2015, the Bankruptcy Court entered orders approving the First Day Motions on an interim basis. A final hearing to approve certain First Day Motions was held on October 29, 2015.

The First Day Motions, and all orders for relief granted in the Chapter 11 Cases, can be viewed free of charge at www.GardenCityGroup.com/cases/SamsonRestructuring.

B. Other Procedural and Administrative Motions

The Debtors also filed several other motions subsequent to the Petition Date to further facilitate the smooth and efficient administration of the Chapter 11 Cases and reduce the administrative burdens associated therewith, including:

- ***Exclusivity Extension Motions***. On December 17, 2015, the Debtors filed the *Debtors' Motion to Extend the Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof* [Docket No. 489] (the "First Exclusivity Motion"). The First Exclusivity Motion sought entry of an order approving the extension of the periods during which the Debtors have the exclusive right to (a) file a chapter 11 plan by nine months, through and including Friday, October 14, 2016, and (b) solicit votes accepting or rejecting a plan by nine months, through and including Tuesday, December 14, 2015, without prejudice to the Debtors' right to seek further extensions. The Court entered the First Exclusivity Order on January 5, 2016, approving extension of the periods during which the Debtors have the exclusive right to (a) file a chapter 11 plan through and including July 14, 2016, and (b) solicit votes accepting or rejecting a plan through and including September 14, 2016 [Docket No. 554].

  On May 24, 2016, the Committee filed the *Motion of the Official Committee of Unsecured Creditors for Entry of Order Pursuant to 11 U.S.C. §§ 1121(d) Terminating Debtors' Exclusive Periods to File Chapter 11 Plan and Solicit Acceptances Thereof* [Docket No. 977] (the "Termination Motion"). On June 8, 2016, the Debtors filed the *Debtors' Motion (I) to Extent the Exclusive Periods to File and Solicit Acceptances of a Chapter 11 Plan; (II) to Strike Committee's Motion; and (III) for Other Sanctions the Court Deems Appropriate* [Docket No. 1028] (the "Second Exclusivity Motion"). The Second Exclusivity Motion sought entry of an order approving the extension of the periods during which the Debtors have the exclusive right to (a) file a chapter 11 plan by five months, through and including Thursday, March 16, 2017, and (b) solicit votes accepting or rejecting a plan by five months, through and including Tuesday, May 16, 2017. On September 27, 2016, the Court denied the Debtors' Second Exclusivity Motion. On October 18, 2016, the Committee filed a competing plan and on December 28, 2016 filed an amended plan. In the Global Settlement Stipulation, the Committee agreed either to withdraw its plan or hold it in abeyance until the Initial Effective Date, subject to the Committee's right to seek the Court's permission to prosecute its plan in the event the Initial Effective Date has not occurred by March 31, 2017. To date, no other party has filed any other competing chapter 11 plan.

C. Appointment of Official Committee of Unsecured Creditors

On September 30, 2015, the U.S. Trustee filed the Notice of Appointment of Committee of Unsecured Creditors [Docket No. 129], notifying parties in interest that the U.S. Trustee had appointed the Committee in the Chapter 11 Cases. The Committee is currently composed of the following members: (a) Wilmington Trust, N.A., as Indenture Trustee; (b) Nabors Drilling USA, LP; and (c) Pentwater Capital Management LP. The Committee retained White & Case LLP and Farnan LLP as its legal counsel, FTI Consulting, Inc. as its financial advisor, and Moelis & Company LLC as its investment banker.

D. Continued Use of Cash Collateral/Committee's Motion for Standing

On September 17, 2015, the Debtors filed the Debtors' Motion for Interim and Final Orders (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to Prepetition Lenders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, and 507, Bankruptcy Rules 2002, 4001, and 9014, and Local Bankruptcy Rule 4001-2, (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(B), and (IV) Granting Related Relief [Docket No. 22] (the "Cash Collateral Motion").

On September 18, 2015, the ad hoc group of holders of the 9.75% Senior Notes due 2020 filed the Omnibus Response of Ad Hoc Group of Senior Noteholders to Certain First Day Pleadings [Docket

No. 56] (the "Ad Hoc Omnibus Response") that objected to, among other things, the Cash Collateral Motion on multiple grounds, including:

- the proposed forms of adequate protection, including the payment of prepetition and postpetition interest and other fees and costs under the First Lien Credit Agreement were overly broad as the First Lien Lenders were undersecured;
- the Second Lien Lenders were wholly unsecured and therefore not entitled to adequate protection;
- the investigation and challenge periods for third parties and the Committee were too short, and the budget provided to the Committee for such purposes was too low;
- the First Lien Lenders should not have been deemed to have perfected security interests in the Debtors' hedging agreements;
- the Hedge Banks were not entitled to relief from the automatic stay with respect to their asserted rights to set off amounts owed to the Debtors under the hedging agreements against the debts owed under the First Lien Credit Agreement;
- the notice period of certain termination events was too short, and the Bankruptcy Court's jurisdiction regarding such termination events should not be limited;
- the waiver of the section 506(c) surcharge and the "equities of the case" exception under section 552(b) of the Bankruptcy Code were not appropriate as the Debtors' estates should not be forced to pay, out of unencumbered property, the cost of maintaining, and allowing the First Lien Lenders to foreclose upon, their collateral;
- the First Lien Lenders and the Second Lien Lenders should not be granted any lien on the proceeds of Avoidance Actions; and
- the releases granted under the Cash Collateral Motion were not supported by any consideration and should not be permitted.

The Debtors and the Ad Hoc Group negotiated the terms of a revised order authorizing the use of cash collateral on an interim basis, which was approved by the Bankruptcy Court on September 25, 2015 [Docket No. 111] (the "First Interim Cash Collateral Order"). In the First Interim Cash Collateral Order, the Debtors stipulated as to, among other things, the amount of the Claims of the First Lien Secured Lenders and the Second Lien Secured Lenders and the validity of the liens securing such Claims (the "Stipulations"). The Stipulations would become binding on all parties in interest and for all purposes to the extent they were not timely challenged in accordance with the terms of the First Interim Cash Collateral Order. The First Interim Cash Collateral Order provided for certain reservations of rights for all creditors and a deferral of certain relief requested in the Cash Collateral Motion, all as set forth in the First Interim Cash Collateral Order.

The hearing to consider the Cash Collateral Motion on a final basis has been adjourned several times, resulting in the Bankruptcy Court's granting relief on an interim basis by orders entered on November 4, 2015 [Docket No. 316], November 20, 2015 [Docket No. 379], December 17, 2015 [Docket No. 483], January 26, 2016 [Docket No. 610], March 21, 2016 [Docket No. 789], and June 3, 2016 [Docket No. 1016] (collectively with the First Interim Cash Collateral Order, the "Interim Cash Collateral Orders"). The Interim Cash Collateral Orders set forth a deadline by which parties in interest could challenge the Stipulations, which has been extended for the Committee throughout the Chapter 11 Cases.

On August 12, 2016, the Committee filed a motion with the Bankruptcy Court for an order granting exclusive standing and authority to commence, prosecute, and settle certain claims and causes of action on behalf of the Debtors' estates [Docket No. 248] (the "Standing Motion"), relating to the claims filed by the First Lien Secured Parties and the Second Lien Secured Parties. Specifically, the Committee sought entry of an order, among other things, granting it exclusive standing and authority to commence, prosecute, and settle (i) claims to avoid and recover fraudulent conveyances made in connection with the 2011 Acquisition as well as claims to avoid preferential transfers to the Second Lien Secured Parties, or in the alternative damages against the Second Lien Secured Parties, (ii) a declaratory judgment regarding, among other things, the scope of the collateral of the First Lien Secured Parties and the Second Lien Secured Parties, (iii) the recharacterization and disgorgement of certain fees and expenses made by the Debtors as adequate protection payments, and (iv) the disallowance of certain claims of the First Lien Secured Parties and the Second Lien Secured Parties.

The Debtors, the First Lien Agent, and the Second Lien Agent filed objections to the Standing Motion. A hearing to consider the Standing Motion has been adjourned to a date to be determined. Moreover, as of the date hereof, the Committee has not filed an objection to entry of a final order approving the Cash Collateral Motion. The parties have continued to operate under the Interim Cash Collateral Orders since entry of the First Interim Cash Collateral Order, without prejudice to the parties' rights, arguments, or litigation positions. The Second Lien Agent has been advised that in the absence of a negotiated resolution, the Second Lien Agent will assert a claim for diminution in value of its collateral.

E. The Committee's Standing Request

On April 12, 2016, the Committee sent a letter to the RBL Lenders setting forth the Committee's challenges to the validity of the RBL Lenders' liens. The Debtors have investigated the claims and allegations set forth in the Committee's April 12 letter and do not believe that the claims and allegations have merit. Nevertheless, the Debtors reached out to the Committee's advisors to meet and confer. The Committee indicated it would not support a restructuring on the terms set forth in the Debtors' March term sheet or the May 2016 plan.

On August 12, 2016, the Committee filed with the Court a motion seeking standing to pursue certain claims of the estate against third parties including, the First Lien Lenders and Second Lien Lenders. Specifically, the Committee seeks standing to prosecute, among other claims, constructive fraudulent conveyance claims against the Debtors' secured lenders arising from the 2011 Acquisition, the issuance of the second lien credit facility, and the transfers by the Debtors of certain mortgages prior to the Petition Date. Additionally, the Committee seeks standing to pursue an adversary proceeding to determine, among other things, the secured lenders' security interests in and liens on certain of the Debtors' assets, to avoid certain liens, and to recharacterize adequate protection payments paid to the Second Lien Lenders during the pendency of these cases. The Committee has continued the hearing on its Standing Motion indefinitely. On September 16, 2016, the Debtors filed a formal objection [Docket No. 1360]. The First Lien Agent and Second Lien Agent also filed objections to the Standing Motion [Docket No. 1340, 1361], respectively.

Pursuant to the Global Settlement Stipulation, the Committee agreed to withdraw or to hold in abeyance the Committee Standing Motion until the Initial Effective Date, subject to the Committee's right to refile or to seek the Court's permission to prosecute the Committee Standing Motion in the event the Initial Effective Date has not occurred by March 31, 2017, and the Debtors agreed to use their best efforts to pursue confirmation of the Plan. On the Initial Effective Date, the Standing Motion shall be withdrawn with prejudice.

F. Postpetition Workforce Changes

Following the Petition Date, the Debtors took additional significant steps to reduce general and administrative costs. These steps included a series of reductions in force, which, when combined with natural employee attrition, reduced the Debtors' workforce from approximately 600 employees at the start of the Chapter 11 Cases to approximately 400 employees as of August 2016. As a result of subsequent asset sales and voluntary attrition, the Debtors' workforce has been further reduced to approximately 300 employees. Additionally, the Debtors experienced turnover in their senior leadership team, as certain high-ranking officers departed following the Petition Date, including their CEO, the interim CEO who replaced him (who also served as COO), the CFO, and three vice presidents.

G. Performance Award Program

To incentivize their senior leadership team and prevent additional turnover, the Debtors have continued their prepetition Performance Award Program during these chapter 11 cases. On October 29, 2015, the Debtors filed a motion to approve performance metrics, targets, and award opportunities under the Performance Award Program for the third and fourth quarters of 2015. The Bankruptcy Court entered an order approving that motion for the Debtors' three remaining program participants on November 17, 2015.

The Debtors subsequently filed a motion on January 28, 2016, to approve performance metrics, targets, and award opportunities under the Performance Award Program for the first quarter of 2016, and to put in place a mechanism to provide the Debtors, with the input of their key stakeholders, the ability to craft appropriate and incentivizing metrics, targets, and award opportunities for the Debtors' senior officers for each of the three remaining quarters of 2016. Under this construct, the Debtors provided notice to the First Lien Agent, Second Lien Agent, Committee, and U.S. Trustee of these program details in advance of each quarter and negotiated in good faith to incorporate any proposed alterations. The Bankruptcy Court entered an order approving that motion on February 19, 2016.

For the second and third quarters of 2016, the Debtors worked with their constituencies to develop a Performance Award Program structure that was largely a continuation of a program that had been in place since the beginning on these cases—that is, a program based on two metrics (production and operating expense), targets for those metrics based on the Debtors' business plan, and market-based award opportunities. The Debtors took the same approach for the fourth quarter of 2016 and did not receive any objections from the agents under their credit facilities or the U.S. Trustee. The Debtors incorporated changes to the Performance Award Program following conversations with advisors to the Committee and resolved all of the Committee's concerns. The Bankruptcy Court entered an order approving the fourth quarter performance metrics, targets and award opportunities on December 9, 2016.

Attached hereto as **Exhibit H** are the Debtors' proposed Performance Award Program metrics, targets, and award opportunities for the first calendar quarter of 2017. Confirmation of the Plan shall authorize the Debtors to make all payments pursuant to the Performance Award Program for the first calendar quarter of 2017, and, on the Initial Effective Date or such other date contemplated by the Performance Award Program, the Reorganized Debtors shall make all such payments. The Plan thus serves as a motion to approve the first calendar quarter of 2017 Performance Award Program. Any earned and unpaid Performance Award Program award shall be deemed due and payable in accordance with the Performance Award Program, and all such amounts shall constitute Allowed Administrative Claims without the need for any participant to File and serve a request for payment of such Administrative Claim pursuant to Article II of the Plan.

H. Postpetition Commodity Market Deterioration

Following the Petition Date, the commodity markets remained in flux and natural gas and oil prices continued to decline. From the Petition Date through the end of 2015, the price of WTI[13] crude oil fell roughly 20 percent, from approximately $47/bbl as of the Petition Date to approximately $37/bbl as of December 31, 2015. Natural gas prices experienced similar declines, dropping from approximately $2.68/MMBtu as of the Petition Date to as low as approximately $1.49/MMBtu on March 4, 2016.

As commodity prices continued to decline, the value of the Debtors' assets also declined, rendering the restructuring transactions contemplated in the restructuring support agreement unworkable. As a result, the Second Lien Lenders that had agreed to backstop the Debtors' proposed $450 million rights offering determined that they were no longer willing to maintain their commitment and, in January 2016, indicated they were no longer interested in pursuing the second lien-led restructuring (thereby effectively terminating the support agreement). As a result, beginning in late 2015, the Debtors initiated discussions with advisors to the RBL Lenders regarding potential alternate restructuring transactions in light of the further depressed value of the Debtors' assets.

I. Postpetition Restructuring Discussions

1. Development of May 2016 Plan

Beginning in December 2015 and January 2016, the Debtors began engaging with all stakeholders regarding a new restructuring. Among other things, the Debtors entered into discussions with the First Lien Agent and a steering committee of First Lien Lenders regarding a stand-alone reorganization without any new money investment. This steering committee—including J.P. Morgan Securities LLC, Bank of America, BMO Capital Markets Corp., Citigroup Global Markets Inc., and Wells Fargo Securities, LLC, together holding approximately 37 percent of First Lien Secured Claims—indicated that they wanted the Debtors to pursue near-term asset sales (independent of any more comprehensive restructuring) to monetize their collateral and provide for a cash recovery. The Debtors determined that such isolated asset sales were not likely to be in the best interests of their estates and all creditors and consistently pressed for lender support for a value-maximizing, stand-alone reorganization. Accordingly, in February 2016, the Debtors commenced the marketing process, contacting over 550 potential buyers, and executing non-disclosure agreements with more than 180 potential purchasers. Parties that executed non-disclosure agreements were granted access to a data room and provided with significant diligence information regarding the Debtors' assets. The deadline for submitting non-binding indications of interest was May 27, 2016.

On March 4, 2016, as the marketing process was unfolding, the Debtors provided the advisors to the First Lien Agent, Second Lien Agent, and Committee a term sheet setting forth an alternate concept and negotiating platform for a potential restructuring based on their own analysis and the discussions with and feedback from their key creditor constituencies. The Debtors' term sheet contemplated a restructuring providing for:

- a paydown of the First Lien Credit Facility up to the total aggregate amount of all allowed claims under the First Lien Credit Facility with cash on hand and the net cash proceeds, if any, of any asset sales of the Prepetition Collateral;

[13] West Texas Intermediate light sweet crude oil delivered to Cushing, Oklahoma and listed with the New York Mercantile Exchange.

- a recovery to the RBL Lenders comprised of cash, loans under exit credit facilities including a $530 million RBL facility and $70 million term loan, and 66.2 percent of the equity in the Reorganized Debtors;

- a recovery to holders of allowed general unsecured claims, including claims arising under the Second Lien Credit Facility and first lien deficiency claims, of a pro rata share of 33.8 percent of equity in the Reorganized Debtors and a pro rata share of warrants for a portion of the Reorganized Debtors' common equity; and

- the creation of a settlement trust to hold and monetize substantially all unencumbered assets and distribute proceeds in accordance with a waterfall, including ultimate distributions to the Debtors' unsecured creditors to the extent of available proceeds.

The Debtors proceeded to engage in discussions with all creditor constituencies (or their advisors) regarding the March term sheet, and engaged in further discussions with the First Lien Agent and steering committee to modify and finalize the term sheet and prepare a plan, which was filed on May 16, 2016.

2. Development of August 2016 Plan

On August 26, 2016, the Debtors and certain Second Lien Lenders holding approximately 39 percent of the second lien loan claims executed a plan support agreement that outlines the terms of a further amended plan [Docket No. 1290]. On September 2, 2016, the Debtors filed the Plan and the disclosure statement in support thereof, reflecting the terms of the plan support agreement [Docket No. 1316]. Specifically, the plan was amended to include the following terms:

- an exchange of First Lien Secured Claims for new first lien debt (including commitments under a new reserve-based revolving credit facility) and Cash (including cash on hand and proceeds from Asset Sales, if any);

- distribution to holders of Second Lien Claims of their pro rata distribution of 100 percent of new common stock, subject to dilution for the Management Incentive Plan, in the reorganized company;

- distribution to holders of general unsecured claims of their pro rata share of the beneficial interests in the settlement trust, entitling such holder to receive settlement trust recovery proceeds on account of such interests to the extent any proceeds are available after satisfaction of any allowed adequate protection claims; and

- about $70 million of liquidity available to the Reorganized Debtors as of the plan's effective date, including Cash and availability under the new first lien debt.

J. The Marketing Process

The Debtors, in discussion with the First Lien Lenders and as part of plan negotiations, agreed to conduct a marketing process of any and all of their assets contemporaneously with solicitation of votes to approve or reject the Plan. Beginning in February 2016, the Debtors and their advisors contacted over 550 potential buyers, executed nondisclosure agreements with over 184 potential purchases, and received indications of interest from 57 individual bidders that accounted for 84 individual package bids during the first round of the sale process. The Debtors and their advisors analyzed the bids received and reached out to approximately 32 bidders regarding a second round of bidding. This second round concluded on August 3 and August 22, 2016, when the Debtors received stalking horse bids for certain of their asset packages. In the weeks following receipt of those bids, the Debtors engaged in further negotiations with

bidders regarding the terms of their stalking horse bids and negotiated final terms for certain of the bids. On September 6, 2016, the Debtors filed the bidding procedures motion, which, among other things, established dates and deadlines for the bidding procedures hearing, bid deadline, auction, and sale hearing. Attached to the bidding procedures motion were stalking horse agreements for the West Anadarko, Williston, and San Juan asset packages. The Debtors continued negotiating with certain other potential purchasers and on September 13, 2016, the Debtors filed a supplement to the bidding procedures motion, which included three additional stalking horse agreements for the East Anadarko, Central Anadarko, and Permian Minerals asset packages. The six stalking horse agreements guaranteed the Debtors over $630 million in cash proceeds.

On September 27, 2016, the Court held a hearing on the bidding procedures motion and approved each of the stalking horse agreements. Additionally, the Court established October 4, 2016 as the final bid deadline for all asset packages and October 10, 2016 as the auction, if needed. On October 4, 2016, the Debtors received four additional bids for the Permian Minerals asset package and no additional bids for the East Anadarko, Central Anadarko, West Anadarko, San Juan, or Williston asset packages. Accordingly, on October 7, 2016, the Debtors filed a notice of successful bidders declaring the stalking horse bidders for each of the East Anadarko, Central Anadarko, West Anadarko, San Juan, or Williston asset packages as the successful bidders therefor.

On October 10, 2016, the Debtors held an auction for the Permian Minerals. Following 37 rounds of bidding, Stone Hill Minerals Holdings, LLC was declared the Successful Bidder for the Permian Mineral asset package and Saxet Minerals, LLC and Royalty Interests Partnership, LP, collectively, as the backup bidder for the Permian Minerals asset package. On October 17 and 26, 2016, the Court held hearings to approve the Asset Sales, which resulted in over $650 million in Cash proceeds to the Debtors estates. The Asset Sales closed in November 2016.

While the Debtors are pursuing a reorganization around their remaining business, the Debtors agreed to provide diligence (including an updated reserve report) to potentially interested parties to cooperate with the Committee. The Debtors believe that their proposed reorganization maximizes value and represents the best potential restructuring alternative.

K. Additional Postpetition Creditor Negotiations

1. The February 2016 Committee Proposal

On February 13, 2016, counsel to the Committee provided the Debtors and advisors to the First Lien Agent a term sheet setting forth a proposed concept and negotiating platform for a potential restructuring. Advisors for the Debtors, the Committee, and the First Lien Agent met on February 23, 2016, to discuss the Committee term sheet and other items regarding the Debtors' restructuring. The Committee term sheet contemplated a restructuring providing for:

- a new money investment (of at least $100 million) through a rights offering backstopped by certain Senior Noteholders for new preferred stock in reorganized Samson, which preferred stock would be convertible into common stock on a fully diluted basis and carry the right to appoint a majority of the board of directors of reorganized Samson;

- a recovery to the RBL Lenders of approximately $300 million in new term loan debt, approximately $100 million in cash, and an undefined percentage of common equity in reorganized Samson;

- a recovery to Second Lien Lenders and general unsecured creditors of an undefined minority percentage of common equity in reorganized Samson; and

- the creation of a litigation trust for the benefit of the Debtors' unsecured creditors.

Certain First Lien Lenders and the First Lien Agent indicated that they would not support an alternate plan structure under which creditors junior to the First Lien Lenders could acquire a controlling equity interest in the Reorganized Debtors in connection with a new money investment of approximately $100–$150 million.

2. Execution of Confidentiality Agreements with Certain Creditors

On or about March 18, 2016, certain of the Senior Noteholders themselves entered into confidentiality agreements with the Debtors. The confidentiality agreements, as amended, all required a public disclosure of all material non-public information provided to the Senior Noteholders on or prior to May 16, 2016. Such materials were disclosed as required. *See* [Docket No. 961].

Following entry into the confidentiality agreements, the Debtors provided the Senior Noteholders with detailed financial and other diligence materials. On March 30, 2016, the Debtors, the Senior Noteholders, and their respective advisors met to discuss the Debtors' business and potential restructuring alternatives. Certain of the Senior Noteholders continue to conduct additional diligence, and the Debtors continue to engage in discussions regarding such diligence and any potential alternative transaction proposals.

On or about June 15, 2016, certain of the Second Lien Lenders themselves entered into confidentiality agreements with the Debtors. The confidentiality agreements, as amended, all required a public disclosure of all material non-public information provided to the Second Lien Lenders on or prior to July 14, 2016. Such materials were disclosed as required. *See* [Docket No. 1187].

Following entry into the confidentiality agreements, the Debtors provided the Second Lien Lenders with detailed financial and other diligence materials. On June 17, 2016, the Debtors, the Second Lien Lenders, and their respective advisors met to discuss the Debtors' business and potential restructuring alternatives.

On August 5, 2016, certain of the Second Lien Lenders themselves again entered into confidentiality agreements with the Debtors. The confidentiality agreements all require a public disclosure of all material non-public information provided to the Second Lien Lenders on or prior to August 23, 2016.

3. The May 2016 Committee Proposal

On May 9, 2016, the Committee sent the Debtors and First Lien Lenders a term sheet for a chapter 11 plan transaction. On May 11, 2016, the Debtors and their advisors met with the Committee and its advisors, the First Lien Agent and its advisors, and certain members of the steering committee of First Lien Lenders to discuss the Plan and the Committee's alternative proposal. At that meeting, the Debtors and the First Lien Lenders indicated that the Committee proposal was not acceptable. At the meeting, the Committee advised the Debtors and the First Lien Lenders that the Plan was not acceptable to the Committee.

At the May 11th meeting, the Debtors and the First Lien Lenders requested that the Committee reformulate a proposal using the structure in the Plan and agreed to conduct follow-up discussions or meetings with the Committee. The Committee agreed to provide the Debtors and the First Lien Lenders with a reformulated proposal and meet with the Debtors and the First Lien Lenders in an attempt to settle issues relating to the Plan. The Debtors filed the Plan and disclosure statement in support thereof before receiving a new proposal from the Committee. As of the date hereof, the Debtors believe that pursuing

the Plan is in the best interests of the Debtors, their estates, and all creditors but remain open to further discussions with the Senior Noteholders and any other creditors regarding alternative transaction structures of a chapter 11 plan, including a new money investment thereunder.

4. Termination of the Debtors' Exclusivity

On December 2017, the Debtors filed a motion to extend their exclusive period to file a chapter 11 plan [Docket No. 489]. On January 14, 2016, the Bankruptcy Court extended the Debtors' exclusive period to file and solicit a plan to July 14, 2016, and September 14, 2016, respectively [Docket No. 554]. On May 24, 2016, the Committee filed the Termination Motion. The Debtors filed the Second Exclusivity Motion to further extend exclusivity and a response to the Committee's Termination Motion on June 8, 2016. On September 27, 2016, the Bankruptcy Court entered an order denying the Second Exclusivity Motion and terminating the Debtors' exclusivity. Following that order, the Committee filed its competing plan on October 18, 2016. The Committee's plan contemplated a liquidation of all of the Debtors' assets, rather than a reorganization under the Plan.

5. Additional Settlement Discussions and Mediation

Following the termination of the Debtors' exclusive right to file and solicit votes on a plan and the filing of the Committee's plan, the Debtors reengaged in restructuring negotiations with all levels of their capital structure. Specifically, the Debtors facilitated a series of telephonic and in-person settlement conferences between the Debtors, the First Lien Agent, the Second Lien Steering Committee, and the Committee. At an in-person settlement conference on November 11, 2016 at Debtors' counsel offices, each constituency shared their views on the primary areas of contention around the Plan and the Committee's plan and engaged in good faith negotiations on a potential compromise. The parties exchanged additional proposals during November 2016, but no agreement was reached. In December 2016, the parties engaged in several days of mediation with Judge Kevin Gross serving as mediator. During the mediation the parties exchanged several settlement proposals, but, ultimately, no agreement was reached. On December 21, 2016, mediation was terminated.

L. Global Settlement Discussions.

Following mediation, the parties engaged in further settlement discussions and reached tentative agreement on the amount and form of the distribution to be provided to unsecured creditors, with such agreement conditioned on further agreement regarding how such distribution would be implemented. Specifically, the parties agreed that, in the context of a fully-consensual plan and confirmation process, holders of General Unsecured Claims would receive the benefit of a distribution of $168.5 million, substantially all in cash, into the Settlement Trust, which amount would increase to $180 million upon the occurrence of certain events, as well as the assignment of certain claims for management fees by the Sponsors to the Settlement Trust.

Although the parties agreed that this distribution would be available if all outstanding plan issues were resolved, they had not agreed on other key terms, including certain terms related to the implementation of the deal. On December 28, 2016, the Committee filed the Committee Plan incorporating the economic terms outlined above and reflecting the means for implementation that it supported. The Committee's amended plan includes several conditions that must be met for the Debtors to be permitted to reorganize, and if those conditions are not met, the Debtors would be forced to liquidate. The Debtors and the Second Lien Steering Committee filed a statement in opposition to the Committee's Plan.

On December 31, 2016, the Debtors filed a further amended plan, which provided for the Debtors' reorganization and incorporated the majority of the economic terms agreed among the parties. However, the full distribution to unsecured creditors was subject to certain potential reductions.

After the Debtors and the Committee had filed these amended plans, all parties continued settlement discussions regarding the implementation of the economic terms that had been previously agreed. Ultimately, the parties reached agreement on all terms of the Plan, as further described herein and in the Plan. Thus, the Plan provides for unsecured creditors to receive the proceeds of certain causes of action and $168,500,000 in cash (which will increase to $180,000,000 in certain circumstances) to be funded from the proceeds of sales of Unencumbered Assets, new money from the Second Lien Lenders to be raised through a fully-backstopped rights offering for New Common Stock, and (if necessary) a letter of credit. In addition, the Plan provides for the Settlement Trust to receive the Contingent Value Right, which is the right to receive the first Net Sale Proceeds in excess of $350,000,000, up to $11,500,000, if (a) on or before June 30, 2017, an agreement is reached to sell directly or indirectly all or substantially all of the Reorganized Debtors' assets, (b) such agreement is consummated, and (c) such agreement produces Net Sale Proceeds to the Reorganized Debtors in excess of $350,000,000.

Except as otherwise adjudicated by the Court with respect to any Claims, Interests, or controversies in connection with Confirmation, the Plan shall be deemed a motion to approve the good faith compromise and settlement of all potential objections to the Plan, including based on adequate protection and other issues related to the Debtors' use of cash collateral, in any case pursuant to Bankruptcy Rule 9019, and, except as otherwise adjudicated by the Bankruptcy Court with respect to any claims, interests, or controversies in connection with Confirmation, the entry of the Confirmation Order shall constitute the Court's approval of the compromise or settlement of all such objections, as well as a finding by the court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests, and is fair, equitable, and reasonable. On the Initial Effective Date, the Standing Motion shall be withdrawn with prejudice.

VIII. PROJECTED FINANCIAL INFORMATION

Attached hereto as **Exhibit D** is a projected consolidated income statement, which includes the following: (a) the Debtors' consolidated financial statement information for the fiscal year ended December 31, 2015 and (b) consolidated, projected, unaudited, financial statement information of the Reorganized Debtors (collectively, the "Financial Projections") for the period beginning 2016 and continuing through 2021. The Financial Projections are based on an assumed Final Effective Date of December 31, 2016. To the extent that the Final Effective Date occurs before or after December 31, 2016, recoveries on account of Allowed Claims could be impacted.

Creditors and other interested parties should see the below "Risk Factors" for a discussion of certain factors that may affect the future financial performance of the Reorganized Debtors.

IX. RISK FACTORS

Holders of Claims should read and consider carefully the risk factors set forth below before voting to accept or reject the Plan. Although there are many risk factors discussed below, these factors should not be regarded as constituting the only risks present in connection with the Debtors' businesses or the Plan and its implementation.

A. Bankruptcy Law Considerations

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to holders of Allowed Claims under the Plan but will not necessarily

affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of holders of Claims in such Impaired Classes.

1. Parties in Interest May Object to the Plan's Classification of Claims and Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

2. The Conditions Precedent to the Initial Effective Date and the Final Effective Date of the Plan May Not Occur.

As more fully set forth in Article IX of the Plan, the Initial Effective Date and the Final Effective Date are subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Initial Effective Date and the Final Effective Date will not take place.

3. The Debtors May Fail to Satisfy Vote Requirements.

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to confirm an alternative chapter 11 plan or proceed with the Sale. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the holders of Allowed Claims as those proposed in the Plan.

4. The Debtors May Not Be Able to Secure Confirmation of the Plan.

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims and equity interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If a chapter 11 plan of reorganization is not confirmed by the Bankruptcy Court, it is unclear whether the Debtors will be able to reorganize their business and what, if anything, holders of Allowed Claims against them would ultimately receive on account of such Allowed Claims.

Confirmation of the Plan is also subject to certain conditions as described in Article IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, holders of Allowed Claims will receive on account of such Allowed Claims.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Class junior to such non-accepting Class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan.

5. Nonconsensual Confirmation.

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one impaired class (as defined under section 1124 of the Bankruptcy Code) has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired class(es). The Debtors believe that the Plan satisfies these requirements, and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation or Consummation of the Plan may result in, among other things, increased expenses relating to professional compensation.

6. Continued Risk upon Confirmation.

Even if a chapter 11 plan of reorganization is consummated, the Debtors will continue to face a number of risks, including certain risks that are beyond their control, such as further deterioration or other changes in economic conditions, changes in the industry, potential revaluing of their assets due to chapter 11 proceedings, changes in consumer demand for, and acceptance of, their oil and gas, and increasing expenses. Some of these concerns and effects typically become more acute when a case under the Bankruptcy Code continues for a protracted period without indication of how or when the case may be completed. As a result of these risks and others, there is no guarantee that a chapter 11 plan of reorganization reflecting the Plan will achieve the Debtors' stated goals.

In addition, at the outset of the Chapter 11 Cases, the Bankruptcy Code gave the Debtors the exclusive right to propose a chapter 11 plan and prohibited creditors and others from proposing a plan. The Debtors had retained the exclusive right to propose and solicit votes on a plan through September 14, 2016. On September 27, 2016, the Bankruptcy Court terminated that right and on October 18, 2016, the Committee filed an alternate, competing plan. Although the Committee has agreed not to pursue its plan, other parties may file alternate plans. Therefore, termination of exclusivity could have a material adverse effect on the Debtors' ability to achieve confirmation of the Plan in order to achieve the Debtors' stated goals.

Furthermore, even if the Debtors' debts are reduced and/or discharged through the Plan, the Debtors may need to raise additional funds through public or private debt or equity financing or other various means to fund the Debtors' business after the completion of the proceedings related to the Chapter 11 Cases. Adequate funds may not be available when needed or may not be available on favorable terms.

7. The Chapter 11 Cases May Be Converted to Cases Under Chapter 7 of the Bankruptcy Code.

If the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in a chapter 11 plan because of (a) the likelihood that the assets would have to be sold or otherwise disposed of in a disorderly fashion over a short period of time rather than reorganizing or selling in a controlled manner affecting the business as a going concern, (b) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (c) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation, and including Claims resulting from the rejection of Unexpired Leases and other Executory Contracts in connection with cessation of operations.

8. The Debtors May Object to the Amount or Classification of a Claim.

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any holder of a Claim where such Claim is subject to an objection. Any holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

9. Risk of Non-Occurrence of the Effective Dates.

Although the Debtors believe that the Initial Effective Date and the Final Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Initial Effective Date and the Final Effective Date will, in fact, occur.

10. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan.

The distributions available to holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to holders of Allowed Claims under the Plan.

11. Releases, Injunctions, and Exculpations Provisions May Not Be Approved.

Article VIII of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party releases that may otherwise be asserted against the Debtors, Reorganized

Debtors, or Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may withdraw their support for the Plan, and the Debtors may not be able to obtain Confirmation of the Plan.

B. Risks Related to Recoveries under the Plan

1. The Debtors May Not Be Able to Achieve Their Projected Financial Results.

With respect to holders of Allowed General Unsecured Claims, the claims filed against the Debtors' estates may be materially higher than the Debtors have estimated. As holders of Allowed General Unsecured Claims receive a Pro Rata distribution, additional claims could reduce the recovery.

With respect to holders of Interests in the Reorganized Debtors, the Reorganized Debtors may not be able to achieve their projected financial results. The Financial Projections set forth in this Disclosure Statement represent the Debtors' management team's best estimate of the Debtors' future financial performance, which is necessarily based on certain assumptions regarding the anticipated future performance of the Reorganized Debtors' operations, as well as the United States and world economies in general, and the particular industry segments in which the Debtors operate in particular. While the Debtors believe that the Financial Projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized. If the Debtors do not achieve their projected financial results, (a) the value of the New Common Stock may be negatively affected, (b) the Debtors may lack sufficient liquidity to continue operating as planned after the Final Effective Date and (c) the Debtors may be unable to service their debt obligations as they come due. Moreover, the financial condition and results of operations of the Reorganized Debtors from and after the Final Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtors' historical financial statements.

2. The Reorganized Debtors' New Common Stock Will Not Be Publicly Traded.

There can be no assurance that an active market for the New Common Stock will develop, nor can any assurance be given as to the prices at which such stock might be traded. The New Common Stock to be issued under the Plan will not be listed on or traded on any nationally recognized market or exchange. Further, the New Common Stock to be issued under the Plan has not been registered under the Securities Act, any state securities laws or the laws of any other jurisdiction. Absent such registration, the New Common Stock may be offered or sold only in transactions that are not subject to, or that are exempt from, the registration requirements of the Securities Act and other applicable securities laws. As explained in more detail in Article XII herein, most recipients of New Common Stock will be able to resell such securities without registration pursuant to the exemption provided by Rule 144 of the Securities Act, subject to any restrictions set forth in the certificate of incorporation and bylaws of Samson.

3. The Restructuring of the Debtors May Adversely Affect the Debtors' Tax Attributes.

Under federal income tax law, a corporation is generally permitted to deduct from taxable income NOLs carried forward from prior years. The Debtors have NOL carryforwards of approximately $1.5 billion as of December 31, 2015, of which approximately $138 million is subject to limitation under section 382 of the Internal Revenue Code as of December 31, 2015. The Debtors' ability to utilize their NOL carryforwards and other tax attributes to offset future taxable income and to reduce

federal income tax liability is subject to certain requirements and restrictions. If the Debtors experience an "ownership change," as defined in section 382 of the Internal Revenue Code, then their ability to use the NOL carryforwards may be substantially limited, which could have a negative impact on the Debtors' financial position and results of operations. Generally, there is an "ownership change" if one or more stockholders owning 5 percent or more of a corporation's common stock have aggregate increases in their ownership of such stock of more than 50 percentage points over the prior three-year period. Following the implementation of a plan of reorganization, it is possible that an "ownership change" may be deemed to occur. Under section 382 of the Internal Revenue Code, absent an applicable exception, if a corporation undergoes an "ownership change," the amount of its NOLs that may be utilized to offset future taxable income generally is subject to an annual limitation. Even if the NOL carryforwards are subject to limitation under section 382, such NOLs can be reduced by the amount of discharge of indebtedness arising in a chapter 11 case under section 108 of the Internal Revenue Code or to offset any taxable gains recognized by the Debtors attributable to the restructuring transactions. The Debtors currently expect that their net operating loss carryforwards and other tax attributes may be significantly reduced in connection with the restructuring transactions, through a combination of one or more of the above factors.

For a detailed description of the effect consummation of the Plan may have on the Debtors' tax attributes, see "Certain United States Federal Income Tax Consequences of the Plan," which begins on page 68 herein.

4. The Debtors May Not Be Able to Accurately Report Their Financial Results.

The Debtors have established internal controls over financial reporting. However, internal controls over financial reporting may not prevent or detect misstatements or omissions in the Debtors' financial statements because of their inherent limitations, including the possibility of human error, and the circumvention or overriding of controls or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. If the Debtors fail to maintain the adequacy of their internal controls, the Debtors may be unable to provide financial information in a timely and reliable manner within the time periods required for the Debtors' financial reporting under SEC rules and regulations and the terms of the agreements governing the Debtors' indebtedness. Any such difficulties or failure could materially adversely affect the Debtors' business, results of operations, and financial condition.

By rules of the Securities and Exchange Commission, the Debtors have not evaluated their internal controls over financial reporting, the purpose of which would be for management to report on the effectiveness of the Debtors' internal controls over financial reporting that would be needed to comply with Section 404(a) of the Sarbanes Oxley Act of 2002. As the Debtors progress towards preparing for the reporting requirements associated with internal controls over financial reporting as prescribed in the Sarbanes Oxley Act of 2002, the Debtors may discover other internal control deficiencies in the future and/or fail to adequately correct previously identified control deficiencies, which could materially adversely affect the Debtors' businesses, results of operations, and financial condition.

Additionally, as a result of our March 2015 workforce reduction and additional employee turnover beyond the March 2015 workforce reduction, the Debtors have experienced changes in their internal controls over financial reporting. The changes in the Debtors' workforce have resulted in necessary changes to the Debtors' system of internal controls as certain employees are performing control activities that they were not previously performing. The Debtors expect continued changes in their system of internal controls as the Debtors align their control structure with the Debtors' current workforce. A changing internal control environment increases the risk that the Debtors' system of internal controls is not designed effectively or that internal control activities will not occur as designed.

C. Risks Related to the Debtors' and the Reorganized Debtors' Businesses

1. The Debtors May Not Be Able to Generate Sufficient Cash to Service All of Their Indebtedness.

The Debtors' ability to make scheduled payments on, or refinance their debt obligations depends on the Debtors' financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond the Debtors' control (including the factors discussed in Article XI.C.3, which begins on page 58, herein). The Debtors may be unable to maintain a level of cash flow from operating activities sufficient to permit the Debtors to pay the principal, premium, if any, and interest on their indebtedness.

2. The Debtors' Substantial Liquidity Needs May Impact Production Levels and Revenue.

The Debtors' principal sources of liquidity historically have been cash flow from operations, sales of oil and gas properties, borrowings under the First Lien Credit Facility and issuances of debt securities. The Debtors' capital program will require additional financing above the level of cash generated by operations to fund growth. If the Debtors' cash flow from operations remains depressed or decreases as a result of lower commodity prices or otherwise, the Debtors' ability to expend the capital necessary to replace proved reserves, maintain leasehold acreage, or maintain current production may be limited, resulting in decreased production and proved reserves over time. In addition, drilling activity may be directed by the Debtors' joint venture partners in certain areas and the Debtors may have to forfeit acreage if the Debtors do not have sufficient capital resources to fund their portion of expenses.

The Debtors face uncertainty regarding the adequacy of their liquidity and capital resources and have extremely limited, if any, access to additional financing. In addition to the cash necessary to fund ongoing operations, the Debtors have incurred significant professional fees and other costs in connection with preparing for the Chapter 11 Cases and expect to continue to incur significant professional fees and costs throughout the Chapter 11 Cases. The Debtors cannot guarantee that cash on hand and cash flow from operations will be sufficient to continue to fund their operations and allow the Debtors to satisfy obligations related to the Chapter 11 Cases until the Debtors are able to emerge from bankruptcy protection.

The Debtors' liquidity, including the ability to meet ongoing operational obligations, will be dependent upon, among other things: (a) ability to comply with the terms and conditions of any cash collateral order entered by the Bankruptcy Court in connection with the Chapter 11 Cases; (b) ability to maintain adequate cash on hand; (c) ability to generate cash flow from operations; (d) ability to develop, confirm, and consummate a chapter 11 plan or other alternative restructuring transaction; and (e) the cost, duration, and outcome of the Chapter 11 Cases. The Debtors' ability to maintain adequate liquidity depends, in part, upon industry conditions and general economic, financial, competitive, regulatory, and other factors beyond the Debtors' control. In the event that cash on hand and cash flow from operations are not sufficient to meet the Debtors' liquidity needs, the Debtors may be required to seek additional financing. The Debtors can provide no assurance that additional financing would be available or, if available, offered to the Debtors on acceptable terms. The Debtors' access to additional financing is, and for the foreseeable future likely will continue to be, extremely limited if it is available at all. The Debtors' long-term liquidity requirements and the adequacy of their capital resources are difficult to predict at this time.

3. Oil and Natural Gas Prices Are Volatile, and Low Oil or Natural Gas Prices Could Materially Adversely Affect the Debtors' Businesses, Results of Operations, and Financial Condition.

The Debtors' revenues, profitability and the value of the Debtors' properties substantially depend on prevailing oil and natural gas prices. Oil and natural gas are commodities, and therefore, their prices are subject to wide fluctuations in response to changes in supply and demand. Oil and natural gas prices historically have been volatile and are likely to continue to be volatile in the future, especially given current economic and geopolitical conditions. During the second half of 2014, prompt month[14] NYMEX-WTI oil prices fell from in excess of $100 per Bbl to the mid $50s, the lowest price since 2009 when prices briefly fell below $35 per Bbl. Commodity prices remained depressed throughout 2015 and continuing into 2016. Both natural gas and crude oil recently hit new lows, with NYMEX-Henry Hub[15] natural gas prices falling to approximately $1.49 per MMBtu on March 4, 2016, and NYMEX-WTI oil prices dropping to $26 per Bbl on February 11, 2016. The Debtors expect such volatility to continue in the future. The prices for oil and natural gas are subject to a variety of factors beyond the Debtors' control, such as:

- domestic and global economic conditions impacting the supply and demand of oil and natural gas;
- uncertainty in capital and commodities markets;
- the price and quantity of foreign imports;
- domestic and global political conditions, particularly in oil and natural gas producing countries or regions, such as the Middle East, Russia, the North Sea, Africa and South America;
- the ability of members of the OPEC and other producing countries to agree upon and maintain oil prices and production levels;
- the level of consumer product demand, including in emerging markets such as China;
- weather conditions and force majeure events such as earthquakes and nuclear meltdowns;
- technological advances affecting energy consumption and the development of oil and natural gas reserves;
- domestic and foreign governmental regulations and taxes, including administrative or agency actions and policies;
- commodity processing, gathering and transportation cost and availability, and the availability of refining capacity;
- the price and availability of alternative fuels and energy;

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14 Prompt-month, also called near-month, refers to the futures contract that is closest to expiration and is usually for delivery in the next calendar month.

15 Natural gas delivered to the Henry Hub in Louisiana and listed on the New York Mercantile Exchange.

- the strengthening and weakening of the United States dollar relative to other currencies; and

- variations between product prices at sales points and applicable index prices.

Oil and natural gas prices affect the amount of cash flow available to the Debtors to meet their financial commitments and fund capital expenditures. Currently, none of the Debtors' estimated production is currently subject to hedges, meaning the Debtors' operations are exposed to commodity price volatility. Oil and natural gas prices also impact the Debtors' ability to borrow money and raise additional capital. For example, the amount the Debtors will be able to borrow under the Exit RBL Facility will be subject to periodic redeterminations based, in part, on current oil and natural gas prices and on changing expectations of future prices. Lower prices may also reduce the amount of oil and natural gas that the Debtors can economically produce and have an adverse effect on the value of the Debtors' reserves, which could result in material impairments to the Debtors' oil and natural gas properties. As a result, if there is a further decline or sustained depression in commodity prices, the Debtors may, among other things, be unable to maintain or increase their borrowing capacity, meet their debt obligations or other financial commitments, or obtain additional capital, all of which could materially adversely affect the Debtors' businesses, results of operations, and financial condition.

4. Drilling for and Producing Oil and Natural Gas Are High Risk Activities with Many Uncertainties That Could Materially Adversely Affect the Debtors' Businesses, Results of Operations, and Financial Condition.

The Debtors' operations are subject to many risks, including the risk that the Debtors will not discover commercially productive reservoirs. Drilling for oil and natural gas can be unprofitable, not only from dry holes, but from productive wells that do not produce sufficient revenue to return a profit. The Debtors decisions to purchase, explore, develop, or otherwise exploit prospects or properties will depend in part on the evaluation of data obtained through geophysical and geological analyses, as well as production data and engineering studies, the results of which are often inconclusive or subject to varying interpretations. In addition, the results of the Debtors' exploratory drilling in new or emerging areas are more uncertain than drilling results in areas that are developed and have established production, and the Debtors' operations may involve the use of recently-developed drilling and completion techniques. The Debtors' cost of drilling, completing, equipping, and operating wells is often uncertain before drilling commences. Declines in commodity prices and overruns in budgeted expenditures are common risks that can make a particular project uneconomic or less economic than forecasted. Further, many factors may curtail, delay, or cancel drilling and completion projects, including the following:

- delays or restrictions imposed by or resulting from compliance with regulatory and contractual requirements;

- delays in receiving governmental permits, orders, or approvals;

- differing pressure than anticipated or irregularities in geological formations;

- equipment failures or accidents;

- adverse weather conditions;

- surface access restrictions;

- loss of title or other title related issues;

- shortages or delays in the availability of, increases in the cost of, or increased competition for, drilling rigs and crews, fracture stimulation crews and equipment, pipe, chemicals, and supplies; and

- restrictions in access to or disposal of water resources used in drilling and completion operations.

Historically, there have been shortages of drilling and workover rigs, pipe, other oilfield equipment, and skilled personnel as demand for rigs, equipment, and personnel has increased along with the number of wells being drilled. These factors may, among other things, cause significant increases in costs for equipment, services, and/or personnel. Such shortages or increases in costs could significantly decrease the Debtors' profit margin, cash flow, and operating results, or restrict the Debtors' operations in the future.

The occurrence of certain of these events, particularly equipment failures or accidents, could impact third parties, including persons living in proximity to the Debtors' operations, the Debtors' employees, and employees of the Debtors' contractors, leading to possible injuries, death, or significant property damage. As a result, the Debtors face the possibility of liabilities from these events that could materially adversely affect the Debtors' businesses, results of operations, and financial condition.

5. Commodity Prices and Hedging May Present Additional Risks.

During the Chapter 11 Cases, the Debtors' ability to enter into new commodity derivatives covering additional estimated future production will depend upon either entering into unsecured hedges or obtaining Bankruptcy Court approval to enter into secured hedges. As a result, the Debtors may not be able to enter into additional commodity derivatives covering their production in future periods on favorable terms or at all. If the Debtors cannot or choose not to enter into commodity derivatives in the future, the Debtors could be more affected by changes in commodity prices than their competitors that engage in hedging arrangements. The Debtors' inability to hedge the risk of low commodity prices in the future, on favorable terms or at all, could have a material adverse impact on their businesses, financial condition, and results of operations.

If the Debtors are able to enter into any commodity derivatives, such derivatives may limit the benefit the Debtors would receive from increases in commodity prices. These arrangements would also expose the Debtors to risk of financial losses in some circumstances, including the following: (a) the Debtors' production could be materially less than expected; or (b) the counterparties to the contracts could fail to perform their contractual obligations.

If the Debtors' actual production and sales for any period are less than the production covered by any commodity derivatives (including reduced production due to operational delays) or if the Debtors are unable to perform their exploration and development activities as planned, the Debtors might be required to satisfy a portion of their obligations under those commodity derivatives without the benefit of the cash flow from the sale of that production, which may materially impact the Debtors' liquidity. Additionally, if market prices for production exceed collar ceilings or swap prices, the Debtors would be required to make monthly cash payments, which could materially adversely affect their liquidity.

6. Certain Claims May Not Be Discharged and Could Have a Material Adverse Effect on the Debtors' Financial Condition and Results of Operations.

The Bankruptcy Code provides that the confirmation of a plan of reorganization discharges a debtor from substantially all debts arising prior to confirmation. With few exceptions, all claims that arise prior to the Debtors' filing a petition for reorganization under the Bankruptcy Code or before

confirmation of the plan of reorganization (a) would be subject to compromise and/or treatment under the plan of reorganization and/or (b) would be discharged in accordance with the terms of the plan of reorganization. Any claims not ultimately discharged through a plan of reorganization could be asserted against the reorganized entity and may have an adverse effect on the Reorganized Debtors' financial condition and results of operations on a post-reorganization basis.

X. SOLICITATION AND VOTING PROCEDURES

On January 12, 2017, the Bankruptcy Court entered an order approving, among other things, this Joint Disclosure Statement, solicitation and notice procedures with respect to confirmation of the Plan, forms of various Ballots and notices in connection therewith, and scheduling certain dates in connection with confirmation of the Plan [Docket No. 1868], a copy of which is attached hereto as **Exhibit C** (the "Disclosure Statement Order").

This Disclosure Statement and other documents described herein are being furnished by the Debtors to holders of Claims against, and Equity Interests in, the Debtors pursuant to the Disclosure Statement Order for the purpose of soliciting votes on the Plan.

Copies of the Disclosure Statement Order and a notice (the "Confirmation Hearing Notice") of, among other things, the voting procedures and the dates set for objections to, and the Confirmation Hearing will be served in accordance with the Disclosure Statement order. The Disclosure Statement Order and the Confirmation Hearing Notice set forth in detail the deadlines, procedures, and instructions for casting votes to accept or reject the Plan, for filing objections to confirmation of the Plan, the treatment for balloting purposes of certain types of Claims and Equity Interests, and the assumptions for tabulating Ballots. In addition, detailed voting instructions will accompany each Ballot. Each holder of a Claim or Equity Interest within a Class entitled to vote should read, as applicable, the Disclosure Statement (including all exhibits, attachments, and other accompanying documents), the Plan, the Disclosure Statement Order, the Confirmation Hearing Notice, and the instructions accompanying the Ballots in their entirety before voting to accept or reject the Plan. These documents contain important information concerning how Claims and Equity Interests are classified for voting purposes and how votes will be tabulated.

THE DISCLOSURE STATEMENT ORDER IS INCORPORATED HEREIN BY REFERENCE AND SHOULD BE READ IN CONJUNCTION WITH THIS DISCLOSURE STATEMENT AND IN FORMULATING A DECISION TO VOTE TO ACCEPT OR REJECT THE PLAN.

THE DISCUSSION OF THE SOLICITATION AND VOTING PROCESS SET FORTH IN THIS DISCLOSURE STATEMENT IS ONLY A SUMMARY.
PLEASE REFER TO THE DISCLOSURE STATEMENT ORDER ATTACHED HERETO FOR A MORE COMPREHENSIVE DESCRIPTION OF THE SOLICITATION AND VOTING PROCESS.

A. Holders of Claims Entitled to Vote on the Plan

Under the provisions of the Bankruptcy Code, not all holders of Claims or Equity Interests are entitled to vote on a chapter 11 plan. The table in section IV.D of this Disclosure Statement ("Table IV.D"), provides a summary of the status and voting rights of each Class (and, therefore, of each holder within such Class absent an objection to the holder's Claim or Equity Interest) under the Plan.

As shown in Table IV.D, the Debtors are soliciting votes to accept or reject the Plan only from holders of Claims in Classes 3, 4, and 5 (the "Voting Classes"). The holders of Claims in the Voting

Classes are impaired under the Plan and may, in certain circumstances, receive a distribution under the Plan. Accordingly, holders of Claims in the Voting Classes have the right to vote to accept or reject the Plan.

Also as shown in Table IV.D, the Debtors are ***not*** soliciting votes from holders of Claims and Equity Interests in Classes 1, 2, 6, 7, 8, and 9. Additionally, the Disclosure Statement Order provides that certain holders of Claims in the Voting Classes, such as holders whose Claims have been Disallowed or are subject to a pending objection, are not entitled to vote to accept or reject the Plan.

You may or may not be entitled to vote on the Plan. Please refer to Table IV.D in this Disclosure Statement for information concerning the holders of Claims that are entitled to vote.

B. Voting Record Date

The Voting Record Date is January 11, 2017. The Voting Record Date is the date on which it will be determined which holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan and whether Claims have been properly assigned or transferred under Bankruptcy Rule 3001(e) such that an assignee or transferee, as applicable, can vote to accept or reject the Plan.

C. Voting on the Plan

If you are entitled to vote to accept or reject the Plan, a Ballot for the Plan is enclosed for voting purposes. If you hold Claims or Equity Interests in more than one Class and you are entitled to vote Claims or Equity Interests in more than one Class, you will receive separate Ballots for each such Class, which must be used for each separate Class. Each Ballot must be used to vote only the Claim or Equity Interest that is indicated on that Ballot. Please vote on the Balloting Portal or by returning a Paper Ballot (as such terms are defined in the Disclosure Statement Order) in accordance with the instructions set forth herein and the instructions accompanying your Ballot(s).

The Voting Deadline is February 6, 2017 at 5:00 p.m. (Eastern Time). In order to be counted as a vote to accept or reject the Plan, each Ballot in respect of the Plan must be properly executed, completed, and delivered (either on the Balloting Portal or by using the return envelope provided, by first class mail, overnight courier, or personal delivery) so that the Ballot is **actually received** by the voting and claims agent (the "Voting and Claims Agent") on or before the Voting Deadline, Paper Ballots must be returned at the following address:

DELIVERY OF BALLOTS

SAMSON RESOURCES CORPORATION
C/O GCG
P.O. BOX 10238
DUBLIN, OH 43017-5738

If you received an envelope addressed to your nominee, please return your Ballot to your nominees, allowing enough time for your nominee to cast your vote on a Ballot before the Voting Deadline.

D. Ballots Not Counted

No Ballot will be counted toward confirmation if, among other things: (i) it is illegible or contains insufficient information to permit the identification of the holder of the Claim or Equity Interest; (ii) it was transmitted by facsimile, e-mail, or other electronic means unless otherwise provided for herein; (iii) it was cast by an entity that is not entitled to vote on the Plan, as applicable; (iv) it was cast

for a Claim listed in the Debtors' Schedules as contingent, unliquidated, or disputed for which the applicable bar date has passed and no Proof of Claim was timely filed; (v) it was cast for a Claim that is subject to an objection pending as of the Voting Record Date (unless temporarily allowed in accordance with the Disclosure Statement Order); (vi) it was sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), the Indenture Trustee, or the Debtors' financial or legal advisors instead of the Voting and Claims Agent; (vii) it is unsigned; (viii) it is not clearly marked to either accept or reject the Plan, (ix) it is marked both to accept and reject the Plan. **Please refer to the Disclosure Statement Order for additional requirements with respect to voting to accept or reject the Plan.**

IF YOU HAVE ANY QUESTIONS ABOUT THE SOLICITATION OR VOTING PROCESS, PLEASE CONTACT THE VOTING AND CLAIMS AGENT AT (888) 547-8096 (TOLL FREE). ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.

E. Confirmation Hearing

Pursuant to section 1128 of the Bankruptcy Code, the Confirmation Hearing will be held on **February 13, 2017 at 12:00 noon (Eastern Time)**, before the Honorable Christopher J. Sontchi, United States Bankruptcy Judge. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan or be filed and served so that they are received on or before **February 9, 2017 at 5:00 p.m. (Eastern Time)**. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court or the Debtors (at the Bankruptcy Court's direction) without further notice except for the announcement of the adjourned date made at the Confirmation Hearing or at any adjourned Confirmation Hearing. The Bankruptcy Court, in its discretion and prior to the Confirmation Hearing, may put in place additional procedures governing the Confirmation Hearing.

XI. CONFIRMATION OF THE PLAN

A. Requirements for Confirmation of the Plan

Among the requirements for Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code are: (1) the Plan is accepted by all Impaired Classes of Claims or Interests, or if rejected by an Impaired Class, the Plan "does not discriminate unfairly" and is "fair and equitable" as to the rejecting Impaired Class; (2) the Plan is feasible; and (3) the Plan is in the "best interests" of holders of Claims and Interests.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies all of the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (1) the Plan satisfies, or will satisfy, all of the necessary statutory requirements of chapter 11; (2) the Debtors have complied, or will have complied, with all of the necessary requirements of chapter 11; and (3) the Plan has been proposed in good faith.

B. Best Interests of Creditors/Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each impaired class, that each holder of a claim or an equity interest in such impaired class either (1) has accepted the plan or (2) will receive or retain under the plan property of a value that is not less than the amount that the non-accepting holder would receive or retain if the debtors liquidated under chapter 7.

Attached hereto as **Exhibit F** and incorporated herein by reference is a liquidation analysis (the "Liquidation Analysis") prepared by the Debtors with the assistance of Alvarez & Marsal North America, LLC, the Debtors' financial advisor. As reflected in the Liquidation Analysis, the Debtors believe that liquidation of the Debtors' businesses under chapter 7 of the Bankruptcy Code would result in substantial diminution in the value to be realized by holders of Claims as compared to distributions contemplated under the Plan. Consequently, the Debtors and their management believe that Confirmation of the Plan will provide a substantially greater return to holders of Claims than would a liquidation under chapter 7 of the Bankruptcy Code.

If the Plan is not confirmed, and the Debtors fail to propose and confirm an alternative plan of reorganization, the Debtors' businesses may be liquidated pursuant to the provisions of a chapter 11 liquidating plan. In liquidations under chapter 11, the Debtors' assets could be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7. Thus, a chapter 11 liquidation may result in larger recoveries than a chapter 7 liquidation, but the delay in distributions could result in lower present values received and higher administrative costs. Any distribution to holders of Claims under a chapter 11 liquidation plan would most likely be substantially delayed. Most importantly, the Debtors believe that any distributions to creditors in a chapter 11 liquidation scenario would fail to capture the significant going concern value of their businesses, which is reflected in the New Common Stock to be distributed under the Plan. Accordingly, the Debtors believe that a chapter 11 liquidation would not result in distributions as favorable as those under the Plan.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtor, or any successor to the debtor (unless such liquidation or reorganization is proposed in such plan of reorganization).

To determine whether the Plan meets this feasibility requirement, the Debtors have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the Debtors have prepared the Financial Projections. Based upon the Financial Projections, the Debtors believe that they will be a viable operation following the Chapter 11 Cases and that the Plan will meet the feasibility requirements of the Bankruptcy Code.

D. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, except as described in the following section, that each class of claims or equity interests impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such a class is not required.[16]

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in a dollar amount and more than one-half in a number of allowed claims in that class, counting only those claims that have *actually* voted to accept or to

[16] A class of claims is "impaired" within the meaning of section 1124 of the Bankruptcy Code unless the plan (a) leaves unaltered the legal, equitable and contractual rights to which the claim or equity interest entitles the holder of such claim or equity interest or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable, or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

reject the plan. Thus, a class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number actually cast their ballots in favor of acceptance.

E. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes have not accepted it; *provided, however*, the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, the plan will be confirmed, at the plan proponent's request, in a procedure commonly known as a "cramdown" so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

If any Impaired Class rejects the Plan, the Debtors reserve the right to seek to confirm the Plan utilizing the "cramdown" provision of section 1129(b) of the Bankruptcy Code. To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtors will request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan or any Plan Supplement document, including the right to amend or modify the Plan or any Plan Supplement document to satisfy the requirements of section 1129(b) of the Bankruptcy Code; *provided* that the Plan shall not be withdrawn prior to the Initial Effective Date without the consent of the Committee.

1. No Unfair Discrimination

The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and are receiving different treatment under a plan. The test does not require that the treatment be the same or equivalent, but that treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly. A plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

2. Fair and Equitable Test

The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims in the class. As to the dissenting class, the test sets different standards depending upon the type of claims or equity interests in the class.

The Debtors submit that if the Debtors "cramdown" the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured so that it does not "discriminate unfairly" and satisfies the "fair and equitable" requirement. With respect to the unfair discrimination requirement, all Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes that have equal rank. The Debtors believe that the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

F. Valuation of the Debtors

In conjunction with formulating the Plan and satisfying its obligations under section 1129 of the Bankruptcy Code, the Debtors determined that it was necessary to estimate the post-Confirmation going

concern value of the Debtors. The Valuation Analysis is set forth in **Exhibit E** attached hereto and incorporated herein by reference.

XII. CERTAIN SECURITIES LAW MATTERS

A. New Common Stock

As discussed herein, the Plan provides for Samson to distribute New Common Stock to the Second Lien Lenders.

The Debtors believe that the class of New Common Stock will be "securities," as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code and any applicable state securities law (a "Blue Sky Law"). The Debtors further believe that the offer and sale of the New Common Stock pursuant to the Plan are, and subsequent transfers of the New Common Stock by the holders thereof that are not "underwriters" (as defined in section 2(a)(11) of the Securities Act and in the Bankruptcy Code) will be, exempt from federal and state securities registration requirements under various provisions of the Securities Act, the Bankruptcy Code, and any applicable state Blue Sky Law.

B. Issuance and Resale of New Common Stock Under the Plan

1. Private Placement Exemptions.

All shares of New Common Stock issued under the Plan will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance upon either (a) section 1145 of the Bankruptcy Code or (b) section 4(2) of the Securities Act or Regulation D promulgated thereunder. All shares of New Common Stock issued pursuant to the exemption from registration set forth in section 4(2) of the Securities Act or Regulation D promulgated thereunder will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

Persons who purchase the New Common Stock pursuant to the exemption from registration set forth in section 4(2) of the Securities Act or Regulation D promulgated thereunder will hold "restricted securities." Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell New Common Stock without registration if they are able to comply with the applicable provisions of Rule 144 or Rule 144A under the Securities Act, or if such securities are registered with the Securities and Exchange Commission.

RECIPIENTS OF THE NEW COMMON STOCK ARE ADVISED TO CONSULT WITH THEIR OWN LEGAL ADVISORS AS TO THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE BLUE SKY LAW.

2. Resale of New Common Stock; Definition of Underwriter.

Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an entity that is not an "issuer": (a) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (b) offers to sell securities offered or sold under a plan for the holders of such securities; (c) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (i) with a view to distribution of such securities and (ii) under an agreement made in connection

with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an "issuer" for purposes of whether a Person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code, by reference to section 2(a)(11) of the Securities Act, includes as "statutory underwriters" all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to "issuer," as used in the definition of "underwriter" contained in section 2(a)(11) of the Securities Act, is intended to cover "Controlling Persons" of the issuer of the securities. "Control," as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a "Controlling Person" of the debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities. In addition, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns ten percent or more of a class of securities of a reorganized debtor may be presumed to be a "Controlling Person" and, therefore, an underwriter.

Resales of the New Common Stock by Entities deemed to be "underwriters" (which definition includes "Controlling Persons") are not exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Under certain circumstances, holders of New Common Stock who are deemed to be "underwriters" may be entitled to resell their New Common Stock pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of securities received by such Person if the required holding period has been met and, under certain circumstances, current information regarding the issuer is publicly available and volume limitations, manner of sale requirements and certain other conditions are met. Whether any particular Person would be deemed to be an "underwriter" (including whether the Person is a "Controlling Person") with respect to the New Common Stock would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any Person would be deemed an "underwriter" with respect to the New Common Stock and, in turn, whether any Person may freely resell New Common Stock. **The Debtors recommend that potential recipients of New Common Stock consult their own counsel concerning their ability to freely trade such securities without compliance with the federal law and any applicable state Blue Sky Law.**

The New Common Stock issued under the Plan pursuant to section 1145 of the Bankruptcy Code generally may be resold, provided the seller is not deemed an underwriter, without registration under state securities laws pursuant to various exemptions provided by the respective laws of those states. However, the availability of such state exemptions depends on the securities laws of each state and Holder of Claims may wish to consult with their own legal advisors regarding the availability of these exemptions in their particular circumstances.

3. New Common Stock / Management Incentive Plan.

The Plan contemplates the implementation of the Management Incentive Plan, which will be included with the Plan Supplement. If the Management Incentive Plan is an equity based award plan, the New Common Stock shall be reserved for awards to management of the Reorganized Debtors and the New Board of Reorganized Parent. The form and timing of additional Management Incentive Plan

grants, if any, will be determined by the compensation committee of the New Board of the Reorganized Parent, as set forth in the Plan Supplement.

XIII. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion summarizes certain United States ("U.S.") federal income tax consequences of the implementation of the Plan to the Debtors, the Reorganized Debtors, and certain holders of Claims. This summary is based on the Internal Revenue Code of 1986, as amended (the "Tax Code"), the U.S. Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial decisions and published administrative rules, and pronouncements of the Internal Revenue Service (the "IRS"), all as in effect on the date hereof (collectively, "Applicable Tax Law"). Changes in the rules or new interpretations of the rules may have retroactive effect and could significantly affect the U.S. federal income tax consequences described below. The Debtors have not requested, and will not request, any ruling or determination from the IRS or any other taxing authority with respect to the tax consequences discussed herein, and the discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This summary does not apply to holders of Claims that are not "United States persons" (as such phrase is defined in the Tax Code). This summary does not address foreign, state, or local tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a holder in light of its individual circumstances or to a holder that may be subject to special tax rules (such as Persons who are related to the Debtors within the meaning of the Tax Code, foreign taxpayers, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, tax exempt organizations, pass-through entities, beneficial owners of pass-through entities, subchapter S corporations, persons who hold Claims or who will hold the New Common Stock as part of a straddle, hedge, conversion transaction, or other integrated investment, persons using a mark-to-market method of accounting, and holders of Claims who are themselves in bankruptcy). Furthermore, this summary assumes that a holder of a Claim holds only Claims in a single Class and holds a Claim only as a "capital asset" (within the meaning of section 1221 of the Tax Code). This summary also assumes that the various debt and other arrangements to which any of the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors "solely as a creditor" for purposes of section 897 of the Tax Code. This summary does not discuss differences in tax consequences to holders of Claims that act or receive consideration in a capacity other than any other holder of a Claim of the same Class or Classes, and the tax consequences for such holders may differ materially from that described below.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM OR INTEREST. ALL HOLDERS OF CLAIMS OR INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF THE PLAN.

B. Certain U.S. Federal Income Tax Consequences to the Debtors and the Reorganized Debtors

1. Potential Characterization of Restructuring Transaction or Sale as a Taxable Transaction.

The U.S. federal income tax consequences of the implementation of the Plan to the Debtors will depend on, among other things, whether the restructuring transactions are structured, in whole or in part, as a taxable sale of the Debtors' assets and/or stock (such a structure, a "Taxable Transaction"). Whether the restructuring transactions occur pursuant to the Plan or Asset Sales (or a combination thereof), the Debtors expect that they generally will be able to structure the entire transaction as a Taxable Transaction, if desired. Conversely, if the restructuring is consummated, in whole or in part, pursuant to Asset Sales, the Debtors may be able to structure the transaction in a manner intended to be treated as a reorganization for tax purposes, rather than a Taxable Transaction. The Debtors have not yet determined whether or not they intend to structure the restructuring transactions as a Taxable Transaction, whether in whole or part. Such decision will depend on, among other things, whether assets being sold pursuant to Asset Sales have a fair market value in excess of tax basis (i.e., a "built-in gain") or a fair market value less than tax basis (i.e., a "built-in loss") and, in the case of assets with built-in gains, whether sufficient tax attributes are available to offset any such built-in gains.

As indicated below, if the transaction undertaken pursuant to the Plan or a Sale is structured as a Taxable Transaction with respect to some or all of the assets of any Debtor, the Debtors would recognize taxable gain or loss upon the transfer in an amount equal to the difference between the fair market value of the assets treated as sold in the Taxable Transaction, and the applicable Debtor's tax basis in such assets. Thus the amount of gain or loss recognized upon a Taxable Transaction will depend on the value of the assets treated as sold at the time the Taxable Transaction is effected, which cannot be known with certainty before the date the transaction is effected. It is possible the Debtors will recognize a substantial amount of taxable income or gain in connection with a Taxable Transaction. Although the Debtors anticipate that any taxable income or gain arising in connection with a Taxable Transaction would be offset by net operating loss carryforwards or other tax attributes, there is a possibility that such attributes may not be sufficient to fully offset the amount of gain recognized, in which case the Debtors will be required to pay cash income taxes (federal and state) with respect the net amount of taxable income (and the Debtors' ability to apply NOLs to reduce any such taxable income is also subject to "Alternative Minimum Tax" discussed in Article XIII.B.5, herein).

If the restructuring transactions are structured not to be a Taxable Transaction (at least in part), the Debtors intend to cause the New Common Stock that will be received by the holders of Claims entitled to New Common Stock in exchange for their Claims pursuant to the Plan to first be issued and contributed by Reorganized Parent to Reorganized Samson Investment Company, and then exchanged (in addition to the other consideration, if applicable) by Reorganized Samson Investment Company with such holders pursuant to the Plan, and to treat such transactions as occurring in the same order (issuance, contribution, and exchange) for U.S. federal income tax purposes. The discussion applicable to holders of Claims entitled to receive New Common Stock (whether or not other consideration is received in addition to such New Common Stock) assumes this treatment applies to the extent the restructuring transactions are structured not to be a Taxable Transaction (at least in part).

If a Reorganized Debtor purchases assets or stock of any Debtor pursuant to a Taxable Transaction, it will take a fair market value basis in the transferred assets or stock. However, if a Taxable Transaction involves a purchase of stock of an entity treated as a corporation for income tax purposes, the Debtor whose stock is transferred would retain its basis in its assets (unless the seller of such stock and the Reorganized Debtor of such stock make an election under Tax Code section 338(h)(10) to treat the

transaction as a taxable sale of the underlying assets), subject to reduction due to COD Income (as defined herein).

2. Transfer of Assets and Causes of Action to Settlement Trust.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, other than with respect to any amounts in a reserve for disputed claims (a "Disputed Claims Reserve") (if any), the Debtors believe the Settlement Trust should be treated as a "liquidation trust" for U.S. federal income tax purposes pursuant to Treasury Regulation section 301-7701-4(d), and that the trustee of the Settlement Trust will take position on the Settlement Trust's tax return accordingly. For U.S. federal income tax purposes, the transfer of assets to the Settlement Trust will be deemed to occur as (a) a first-step transfer of the Settlement Trust Assets to the Holders of Class 5 Claims and (b) a second-step transfer by such Holders to the Settlement Trust. As a result, the transfer of the Settlement Trust Assets to the Settlement Trust should be a Taxable Transaction, and the Debtors should recognize gain or loss equal to the difference between the tax basis and fair value of such assets consistent with the above discussion regarding Taxable Transactions. As soon as possible after the transfer of the Settlement Trust Assets to the Settlement Trust, the trustee(s) of the Settlement Trust shall make a good faith valuation of the Settlement Trust Assets. This valuation will be made available from time to time, as relevant for tax reporting purposes. Each of the Debtors, the trustee of the Settlement Trust, and the holders of Claims receiving interests in the Settlement Trust shall take consistent positions with respect to the valuation of the Settlement Trust Assets, and such valuations shall be utilized for all U.S. federal income tax purposes.

Allocations of taxable income of the Settlement Trust among the Settlement Trust beneficiaries shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Settlement Trust had distributed all its assets (valued at their tax book value) to the Settlement Trust beneficiaries, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Settlement Trust. Similarly, taxable loss of the Settlement Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Settlement Trust Assets. The tax book value of the Settlement Trust Assets shall equal their fair market value on the date of the transfer of the Settlement Trust Assets to the Settlement Trust, adjusted in accordance with tax accounting principles prescribed by the IRC, applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

The Settlement Trust shall in no event be dissolved later than three (3) years from the creation of such Settlement Trust 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 trustee(s) of the Settlement Trust 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 Settlement Trust Assets.

The treatment of payments by the Settlement Trust to the Debtors in reimbursement of Fee Claims of the Committee paid by the Reorganized Debtors is somewhat unclear. Such payments may be treated as income to the Reorganized Debtors. Alternatively, it may be possible to treat any such payments as an adjustment to the amount realized in connection with the transfer of assets to the Settlement Trust. The Debtors have not yet definitively determined how such Fee Claim reimbursements (if any) will be treated.

With respect to amounts, if any, in a Disputed Claims Reserve, the Debtors expect that such account will be treated as a "disputed ownership fund" governed by Treasury Regulation Section 1.468B-9, that any appropriate elections with respect thereto shall be made, and that such treatment will also be applied to the extent possible for state and local tax purposes. Under such treatment, a separate federal income tax return shall be filed with the IRS for the Disputed Claims Reserve and will be subject to tax annually on a separate entity basis. Any taxes (including with respect to interest, if any, earned in the account, or any recovery on the portion of assets allocable to such account in excess of the Disputed Claims Reserve's basis in such assets) imposed on such account shall be paid out of the assets of the respective account (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes).

Because certain assets being transferred to the Settlement Trust by the Debtors include assets with no tax basis (such as litigation claims and the Contingent Value Right), the Debtors may recognize taxable income in connection with such transfers to the extent of the value of such assets. The Debtors expect that any such taxable income would be offset by the Debtors' NOLs, NOL carryforwards, and current year losses.

The treatment of the contribution of the Sponsor Management Fee Claims to the Settlement Trust is uncertain. While not free from doubt, the Debtors intend to take the position that such claims are contributed by the sponsors to the Debtors as a contribution to capital prior to being transferred from the Debtors to the applicable U.S. Holders (and further contributed to the Settlement Trust).

3. Cancellation of Debt and Reduction of Tax Attributes.

In general, absent an exception, a debtor will realize and recognize cancellation of debt income ("COD Income") upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of (i) the amount of Cash paid, (ii) the issue price of any new indebtedness of the taxpayer issued, and (iii) the fair market value of any other new consideration (including stock of the debtor) given in satisfaction of such indebtedness at the time of the exchange.

Under section 108 of the Tax Code, a debtor is not required to include COD Income in gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, a debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to the rule discussed in the preceding sentence. In general, tax attributes will be reduced in the following order: (a) NOLs and NOL carryforwards; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets; (f) passive activity loss and credit carryovers; and (g) foreign tax credit carryovers. Alternatively, a debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the Tax Code. The reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. Any excess COD Income over the amount of available tax attributes is not subject to U.S. federal income tax and has no other U.S. federal income tax impact.

The Treasury Regulations address the method and order for applying tax attribute reduction to an affiliated group of corporations. Under these Treasury Regulations, the tax attributes of each member of an affiliated group of corporations that is excluding COD Income is first subject to reduction. To the extent the debtor member's tax basis in stock of a lower-tier member of the affiliated group is reduced, a "look through rule" requires that a corresponding reduction be made to the tax attributes of the lower-tier member. If a debtor member's excluded COD Income exceeds its tax attributes, the excess COD Income is applied to reduce certain remaining consolidated tax attributes of the affiliated group. The amount of

COD Income, and accordingly the amount of tax attributes required to be reduced, will depend on the issue price of the Exit First Lien Credit Facility and the fair market value of the New Common Stock and the Rights. This value cannot be known with certainty at this time. However, as a result of Confirmation, the Debtors expect that there will be material reductions in, or elimination of, NOLs, NOL carryforwards and other tax attributes that are not utilized before the end of the tax year in which the Final Effective Date occurs.

4. Limitation of NOL Carryforwards and Other Tax Attributes.

As of December 31, 2015, the Debtors had approximately $1.5 billion of NOLs. The Debtors have not yet updated this estimate for the results of 2016. Following Confirmation, the Debtors anticipate that any remaining NOL carryover, capital loss carryover, tax credit carryovers, and certain other tax attributes (such as losses and deductions that have accrued economically but are unrecognized as of the date of the ownership change) of the Reorganized Debtors allocable to periods before the Final Effective Date (collectively, the "Pre-Change Losses") may be subject to limitation or elimination under sections 382 and 383 of the Tax Code as a result of an "ownership change" of the Reorganized Debtors by reason of the transactions pursuant to the Plan (to the extent such Pre-Change Losses are not eliminated pursuant to section 108 of the Tax Code.

Under sections 382 and 383 of the Tax Code, if a corporation undergoes an "ownership change," the amount of its Pre-Change Losses that may be utilized to offset future taxable income generally is subject to an annual limitation. The rules of section 382 of the Tax Code are complicated, but as a general matter, the Debtors anticipate that the transactions contemplated by the Plan will result in an "ownership change" of the Reorganized Debtors for these purposes, and that the Reorganized Debtors' use of their Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the Tax Code applies.

For this purpose, if a corporation (or consolidated group) has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of "built-in" income and deductions), then generally built-in losses (including amortization or depreciation deductions attributable to such built-in losses) recognized during the following five years (up to the amount of the original net unrealized built-in loss) will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. In general, a corporation's (or consolidated group's) net unrealized built-in loss will be deemed to be zero unless it is greater than the lesser of (a) $10,000,000 or (b) 15 percent of the fair market value of its assets (with certain adjustments) before the ownership change.

If the restructuring transactions are consummated as a Taxable Transaction in whole (but not in part), the Reorganized Debtors generally would not succeed to any of the Pre-Change Losses of the Debtors, and thus any remaining Pre-Change Losses would be unavailable to offset any of the taxable income of the Reorganized Debtors. If the restructuring transactions are consummated as a Taxable Transaction solely in part, then the Reorganized Debtors may continue to have access to certain Pre-Change Losses.

a. General Section 382 Annual Limitation.

In general, the amount of the annual limitation to which a corporation that undergoes an "ownership change" would be subject is equal to the product of (a) the fair market value of the stock of the corporation immediately before the "ownership change" (with certain adjustments) multiplied by (b) the "long-term tax-exempt rate" (which is the highest of the adjusted federal long-term rates in effect for any month in the 3-calendar-month period ending with the calendar month in which the "ownership

change" occurs).[17] The section 382 Limitation may be increased to the extent that the Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change, or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. Section 383 of the Tax Code applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. As discussed below, however, special rules may apply in the case of a corporation that experiences an ownership change as the result of a bankruptcy proceeding.

b. Special Bankruptcy Exceptions.

An exception to the foregoing annual limitation rules generally applies when so-called "qualified creditors" of a debtor corporation in chapter 11 receive, in respect of their Claims, at least 50 percent of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in chapter 11) pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). Under the 382(l)(5) Exception, a debtor's Pre-Change Losses are not limited on an annual basis, but, instead, NOL carryforwards will be reduced by the amount of any interest deductions claimed during the three taxable years preceding the effective date of the plan of reorganization, and during the part of the taxable year prior to and including the effective date of the plan of reorganization, in respect of all debt converted into stock in the reorganization. If the 382(l)(5) Exception applies and the Reorganized Debtors undergo another "ownership change" within two years after the Final Effective Date, then the Reorganized Debtors' Pre-Change Losses effectively would be eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable to a corporation in bankruptcy (either because the debtor does not qualify for it or the debtor otherwise elects not to utilize the 382(l)(5) Exception), a second special rule will generally apply (the "382(l)(6) Exception"). Under the 382(l)(6) Exception, the annual limitation will be calculated by reference to the lesser of the value of the debtor corporation's new stock (with certain adjustments) immediately after the ownership change or the value of such debtor corporation's assets (determined without regard to liabilities) immediately before the ownership change. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an "ownership change" to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that under it the debtor corporation is not required to reduce their NOL carryforwards by the amount of interest deductions claimed within the prior three-year period, and the debtor may undergo a change of ownership within two years without triggering the elimination of its Pre-Change Losses.

The Debtors have not yet determined whether or not to utilize the 382(l)(5) Exception. It is possible that the Debtors will not qualify for the 382(l)(5) Exception. Alternatively, the Reorganized Debtors may decide to elect out of the 382(l)(5) Exception, particularly if it appears likely that another ownership change will occur within two years after emergence. In either case, the Debtors expect that their use of the Pre-Change Losses (if any) after the Final Effective Date will be subject to limitation based on the rules discussed above, but taking into account the 382(l)(6) Exception. Regardless of whether the Reorganized Debtors take advantage of the 382(l)(6) Exception or the 382(l)(5) Exception, the Reorganized Debtors' use of their Pre-Change Losses after the Final Effective Date may be adversely affected if an "ownership change" within the meaning of section 382 of the Tax Code were to occur after the Final Effective Date.

[17] The applicable rate was 2.04 percent for ownership changes occurring in January 2017.

5. Alternative Minimum Tax.

In general, an alternative minimum tax ("AMT") is imposed on a corporation's alternative minimum taxable income ("AMTI") at a 20 percent rate to the extent such tax exceeds the corporation's regular federal income tax for the year. AMTI is generally equal to regular taxable income with certain adjustments. For purposes of computing AMTI, certain tax deductions and other beneficial allowances are modified or eliminated. For example, except for alternative tax NOLs generated in certain years, which can offset 100 percent of a corporation's AMTI, only 90 percent of a corporation's AMTI may be offset by available alternative tax NOL carryforwards. The effect of this rule could cause the Reorganized Debtors to owe a modest amount of federal and state income tax on taxable income in future years even if NOL carryforwards are available to offset that taxable income. Additionally, under section 56(g)(4)(G) of the Tax Code, an ownership change (as discussed above) that occurs with respect to a corporation having a net unrealized built-in loss in its assets will cause, for AMT purposes, the adjusted basis of each asset of the corporation immediately after the ownership change to be equal to its proportionate share (determined on the basis of respective fair market values) of the fair market value of the assets of the corporation, as determined under section 382(h) of the Tax Code, immediately before the ownership change, the effect of which may increase the amount of AMT owed by the Reorganized Debtors.

C. Certain U.S. Federal Income Tax Consequences to Certain Holders of Claims

The following discussion assumes that the Debtors will undertake the restructuring transactions currently contemplated by the Plan. Holders of Claims and Interests are urged to consult their tax advisors regarding the tax consequences of the restructuring transactions.

The treatment to U.S. Holders of Claims will depend, in part, on whether the Claims and non-Cash consideration received pursuant to the Plan are treated as "securities." Whether a debt instrument constitutes a "security" for U.S. federal income tax purposes is determined based on all the relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination of lack thereof to other creditors, the right to vote or otherwise participate in the management of the obligor, convertability of the instrument into an equity interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued.

1. Consequences to Holders of Class 3 Claims.

Pursuant to the Plan, in exchange for full and final satisfaction, settlement, release and discharge of the First Lien Secured Claims, the holders of First Lien Secured Claims shall receive their pro rata share of (a) the First Lien Cash Recovery and (b) either (i) loans and commitments under the Exit RBL Facility or (ii) loans in the Exit Term Loan.

a. Treatment if First Lien Secured Claim and At Least Some Non-Cash Consideration Constitutes "Securities."

If a First Lien Secured Claim is determined to be a "security" and at least some of the non-Cash consideration described above is determined to be a "security" of Samson Investment Company, then the exchange of such Claim for the property described above should be treated as a reorganization under the

IRC. Other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount), a U.S. Holder of such Claim should recognize gain (but not loss) to the extent of the lesser of (i) the amount of gain realized from the exchange (generally equal to the fair market value (or issue price, in the case of debt instruments) of all of the consideration received minus the Holder's adjusted basis, if any, in the Allowed Claim), and (ii) the cash or "other property" (including any non-Cash consideration not treated as stock or "securities" of the Debtors) received in the distribution that is not permitted to be received under section 354 of the IRC without the recognition of gain.

With respect to non-Cash consideration that is determined to be stock or a "security" of the Debtors received in exchange for a Secured Note Claim, U.S. Holders should obtain an aggregate tax basis in such property, other than any such amounts treated as received in satisfaction of accrued but untaxed interest (or original issue discount), equal to: (1) the tax basis of the surrendered Claim; *less* (2) cash and the fair market value (or issue price, in the case of debt instruments) of "other property" (if any) received; *plus* (3) gain recognized (if any). Such tax basis should be allocated in accordance with the relative fair market values of the stock or securities received in exchange therefor. The holding period for such non-Cash consideration should include the holding period for the surrendered Claims.

With respect to non-Cash consideration that is determined not to be stock or a "securities" of the Debtors, U.S. Holders should obtain a tax basis in such property, other than any such amounts treated as received in satisfaction of accrued but untaxed interest (or original issue discount), equal to such property's fair market value (or issue price, in the case of debt instruments) as of the date such property is distributed to the U.S. Holder. The holding period for any such non-Cash consideration should begin on the day following the Final Effective Date.

The tax basis of any non-Cash consideration determined to be received in satisfaction of accrued but untaxed interest (or original issue discount) should equal the amount of such accrued but untaxed interest (or original issue discount), but in no event should such basis exceed the fair market value (or issue price, in the case of debt instruments) of the non-Cash consideration received in satisfaction of accrued but untaxed interest (or original issue discount). The holding period for any such non-Cash consideration should begin on the day following the Final Effective Date.

b. Treatment if First Lien Secured Claim or the Non-Cash Consideration Does Not Constitute "Securities" or the Restructuring Is Consummated in Whole as a Taxable Transaction.

If a First Lien Secured Claim is determined not to be a "security," none of the non-Cash consideration described above is determined to be a "security" of Samson Investment Company, or the restructuring is consummated in whole pursuant to a Taxable Transaction, then a U.S. Holder of such Claim will be treated as receiving its distributions under the Plan in a taxable exchange under section 10001 of the IRC. Other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount), each U.S. Holder of such Claim should recognize gain or loss equal to the difference between: (i) the sum of the cash, the issue price of any debt instruments, and the fair market value of the other property received in exchange for the Claim; and (ii) such U.S. Holder's adjusted basis, if any, in such Claim.

U.S. Holders of such Claims should obtain a tax basis in the non-Cash consideration received, other than any such amounts treated as received in satisfaction of accrued but untaxed interest (or original issue discount), equal to such property's fair market value as of the date such property is distributed to the U.S. Holder. The holding period for any such non-Cash consideration should begin on the day following the Final Effective Date.

The tax basis of any non-Cash consideration determined to be received in satisfaction of accrued but untaxed interest (or original issue discount) should equal the amount of such accrued but untaxed interest (or original issue discount), but in no event should such basis exceed the fair market value of the non-Cash consideration received in satisfaction of accrued but untaxed interest (or original issue discount). The holding period for any such non-Cash consideration should begin on the day following the Final Effective Date.

2. Consequences to Holders of Class 4 Claims.

Pursuant to the Plan, in exchange for full and final satisfaction, settlement, release, and discharge of the Second Lien Secured Claims, holders of Second Lien Secured Claims shall receive their pro rata share of (a) the New Common Stock and (b) the Rights.

Because the New Common Stock and the Rights are of Reorganized Parent, rather than Samson Investment Company, a U.S. Holder of such Claims should be treated as receiving its distributions under the Plan in a taxable exchange under section 1001 of the IRC regardless of whether the restructuring transactions are structured as Taxable Transactions in whole or in part. Other than with respect to any amount received that are attributable to accrued but untaxed interest (or original issue discount), each U.S. Holder of such Claim should recognize gain or loss equal to the difference between: (a) the sum of the cash, the issue price of any debt instruments, and the fair market value of the other property received in exchange for the Claim; and (b) such U.S. Holder's adjusted basis, if any, in such Claim.

U.S. Holders of such Claims should obtain a tax basis in the New Common Stock and rights received, other than any such amounts treated as received in satisfaction of accrued but untaxed interest (or original issue discount), equal to such property's fair market value as of the date such property is distributed to the U.S. Holder. The holding period for any such New Common Stock and Rights should begin on the day following the Final Effective Date.

The tax basis of any New Common Stock and Rights determined to be received in satisfaction of accrued but untaxed interest (or original issue discount) should equal the amount of such accrued but untaxed interest (or original issue discount), but in no event should such basis exceed the fair market value of the New Common Stock and Rights received in satisfaction of accrued but untaxed interest (or original issue discount). The holding period for any such New Common Stock and Rights should begin on the day following the Final Effective Date.

a. Participation in the Rights Offering.

As noted above, holders of Allowed Second Lien Secured Claims will receive the Rights.

A U.S. Holder that elects to exercise the Rights should be treated as purchasing, in exchange for its participation right and the amount of cash funded by the U.S. Holder to exercise such Rights, Rights Offering Units. Such a purchase should general be treated as the exercise of an option under general tax principles, and such U.S. Holder should not recognize income, gain, or loss for U.S. federal income tax purposes when it exercises the Rights. A U.S. Holder's aggregate tax basis in the Rights Offering Units should equal the sum of (i) the amount of Cash paid by the U.S. Holder to exercise the Rights plus (ii) such U.S. Holder's tax basis in the Rights immediately before the Rights are exercised. A U.S. Holder's holding period for the Rights Offering Units received pursuant to such exercise should begin on the day following the Effective Date.

A U.S. Holder that elects not to exercise the Rights may be entitled to claim a loss equal to the amount of tax basis allocated to such Rights, subject to any limitation on such U.S. Holder's ability to

utilize capital losses. U.S. Holders electing not to exercise their Rights should consult with their own tax advisors as to the tax consequences of electing not to exercise the Rights.

3. Consequences to Holders of Class 5 Claims.

Pursuant to the Plan, in exchange for full and final satisfaction, settlement, release, and discharge of the General Unsecured Claims, the holder of such Claims shall receive a Pro Rata distribution of the beneficial interests in the Settlement Trust (and the Settlement Trust Recovery Proceeds). The Settlement Trust Recovery Proceeds will be composed of (i) Cash, (ii) the Contingent Value Right, (iii) certain litigation causes of action, (iv) the Sponsor Management Fee Claims, and (v) the Settlement Trust Letter of Credit.

As discussed above, the Debtors expect (and the Settlement Trust documents shall provide) that, other than with respect to any Disputed Claims Reserve, the trustee of the Settlement Trust will treat the Settlement Trust as a grantor trust of which the Holders of General Unsecured Claims are the grantors. Each Holder of a General Unsecured Claim should accordingly be treated as having (a) received their pro rata share of each Settlement Trust Asset from the Debtors and (b) contributing such assets to the Settlement Trust. Because the Settlement Trust should be treated as a grantor trust, Holders of such Claims should be treated as directly owning their pro rata interest in the Settlement Trust Assets.

Creditors' receipt of the interests in the Settlement Trust should be treated as a taxable exchange under section 1001 of the IRC. Other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount), each U.S. Holder of such Claim should recognize gain or loss equal to the difference between: (i) the fair market value of the Settlement Trust Assets; and (ii) such U.S. Holder's adjusted basis, if any, in such Claim.

U.S. Holders of such Claims should obtain a tax basis in its pro rata share of each of the Settlement Trust Assets equal to the fair market value of such Holder's pro rata share of each Settlement Trust Assets as of the date such property is treated as having been distributed distributed to the U.S. Holder pursuant to (a) above. The holding period for the beneficial interest in these assets should begin on the day following the Initial Effective Date.

The tax basis of the pro rata share of each of the Settlement Trust Assets determined to be received in satisfaction of accrued but untaxed interest (or original issue discount) should be equal to the amount of such accrued but untaxed interest (or original issue discount), but in no event should such basis exceed the fair market value of the pro rata share of each of the Settlement Trust Assets received in satisfaction of accrued but untaxed interest (or original issue discount). The holding period for the beneficial interest in these assets should begin on the day following the Initial Effective Date.

The U.S. federal income tax obligations of holders with respect to their beneficial interest in the Settlement Trust are not dependent on the Settlement Trust distributing any Cash or other proceeds. Holders of such Claims will be required to report on their U.S. federal income tax returns their share of the Settlement Trust's items of income, gain, loss, deduction, and credit in the year recognized by the Settlement Trust. This requirement may result in such Holders being subject to tax on their allocable share of the Settlement Trust's taxable income prior to receiving any cash distributions from the Settlement Trust. In general, a distribution of Cash by the Settlement Trust will not be separately taxable to a holder of a beneficial interest in the Settlement Trust since the beneficiary is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the Cash was earned or received by the Settlement Trust).

As noted above, with respect to amounts, if any, in a Disputed Claims Reserve, the Debtors expect that such account will be treated as a "disputed ownership fund" governed by Treasury Regulation

Section 1.468B-9, that any appropriate elections with respect thereto shall be made, and that such treatment will also be applied to the extent possible for state and local tax purposes.

To the extent property is not distributed to U.S. Holders of claims on the Effective Date but, instead, is transferred to the Disputed Claims Reserve, although not free from doubt, U.S. Holders should not recognize any gain or loss on the date that the property is so transferred. Instead, gain or loss should be recognized when and to the extent property is actually distributed to such U.S. Holders.

To the extent that a U.S. Holder receives distributions from the Disputed Claims Reserve with respect to a Claim subsequent to the Effective Date, such U.S. Holder may recognize additional gain (if such U.S. Holder is in a gain position), and a portion of such distribution may be treated as imputed interest income. In addition, it is possible that the recognition of any loss realized by a U.S. Holder may be deferred until all payments have been made out of the Disputed Claims Reserve. U.S. Holders are urged to consult their tax advisors regarding the possible application (and the ability to elect out) of the "installment method" of reporting any gain that may be recognized by such U.S. Holders in respect of their Claims due to the receipt of property in a taxable year subsequent to the taxable year in which the Effective Date occurs. The discussion herein assumes that the installment method does not apply.

HOLDERS OF ALLOWED GENERAL UNSECURED CLAIMS ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF THE RIGHT TO RECEIVE AND OF THE RECEIPT (IF ANY) OF PROPERTY FROM THE SETTLEMENT TRUST.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE RECOGNITION OF GAIN OR LOSS, FOR FEDERAL INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR CLAIMS.

4. Accrued Interest.

To the extent that any amount received by a holder of a Claim is attributable to accrued but unpaid interest on the debt instruments constituting the surrendered Claim, the receipt of such amount should be taxable to the holder as ordinary interest income (to the extent not already taken into income by the holder). Conversely, a holder of a Claim may be able to recognize a deductible loss (or, possibly, a write off against a reserve for worthless debts) to the extent that any accrued interest previously was included in the holder's gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair value of the consideration is not sufficient to fully satisfy all principal and interest on Allowed Claims, the extent to which such consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration to be distributed to holders of Allowed Claims in each Class will be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on these Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but unpaid interest. The IRS could take the position that the consideration received by the holder should be allocated in some way other than as provided in the Plan. Holders of Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE ALLOCATION OF CONSIDERATION RECEIVED IN SATISFACTION OF THEIR CLAIMS AND THE FEDERAL INCOME TAX TREATMENT OF ACCRUED BUT UNPAID INTEREST.

5. Market Discount.

Under the "market discount" provisions of the Tax Code, some or all of any gain realized by a holder of a Claim who exchanges the Claim for an amount on the Initial Effective Date or the Final Effective Date (as applicable) may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if its holder's adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (b) in the case of a debt instrument issued with original issue discount, its adjusted issue price, by at least a de minimis amount (equal to 0.25 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a holder on the taxable disposition of a Claim that had been acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Claim was considered to be held by the holder (unless the holder elected to include market discount in income as it accrued). To the extent that the Allowed Claims that were acquired with market discount are exchanged in a tax-free transaction for other property, any market discount that accrued on the Allowed Claims (i.e., up to the time of the exchange) but was not recognized by the holder is carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption, or other disposition of the property is treated as ordinary income to the extent of the accrued, but not recognized, market discount.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE APPLICATION OF THE MARKET DISCOUNT RULES TO THEIR CLAIMS.

6. Limitation on Use of Capital Losses.

A holder of a Claim who recognizes capital losses as a result of the distributions under the Plan will be subject to limits on the use of such capital losses. For a non-corporate holder, capital losses may be used to offset any capital gains (without regard to holding periods), and also ordinary income to the extent of the lesser of (a) $3,000 ($1,500 for married individuals filing separate returns) or (b) the excess of the capital losses over the capital gains. A non-corporate holder may carry over unused capital losses and apply them against future capital gains and a portion of their ordinary income for an unlimited number of years. For corporate holders, capital losses may only be used to offset capital gains. A corporate holder that has more capital losses than may be used in a tax year may carry back unused capital losses to the three years preceding the capital loss year or may carry over unused capital losses for the five years following the capital loss year.

7. Information Reporting and Back-Up Withholding.

Payments in respect of Allowed Claims under the Plan may be subject to applicable information reporting and backup withholding. Backup withholding of taxes will generally apply to payments in respect of an Allowed Claim under the Plan if the holder of such Allowed Claim fails to provide an accurate taxpayer identification number or otherwise fails to comply with the applicable requirements of the backup withholding rules.

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a holder's U.S. federal income tax liability, and a holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing an appropriate claim for refund with the IRS (generally, a federal income tax return).

THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AND INTERESTS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

XIV. RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that holders of Claims entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

Dated: January 12, 2017

Respectfully submitted,

Samson Resources Corporation,
on behalf of itself and each of the other Debtors

By: */s/ John Stuart*
Name: John Stuart
Title: Chief Restructuring Officer and Interim Chief Financial Officer

EXHIBIT A

Plan of Reorganization

SOLICITATION VERSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

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

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Exhibits

INTRODUCTION

Samson Resources Corporation ("Samson") and its debtor affiliates, as debtors and debtors in possession (each, a "Debtor" and, collectively, the "Debtors") propose this global settlement joint plan of reorganization (together with the documents comprising the Plan Supplement, the "Plan") for the resolution of outstanding Claims against, and Interests in, the Debtors. Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof. Holders of Claims and 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. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS, TO THE EXTENT APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. *Defined Terms*

As used in this Plan, capitalized terms have the meanings set forth below.

1. "*2011 Acquisition*" means the December 2011 buyout of the Debtors.

2. "*Accrued Professional Compensation*" means, at any given time, 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 (a) the Initial Effective Date, for Professionals retained by the Committee, or (b) the Final Effective Date, for other Professionals, by any retained estate Professional in the Chapter 11 Cases, (y) all 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 (z) after applying any retainer that has been provided to such Professional. To the extent that the 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 Accrued Professional Compensation. For the avoidance of doubt, Accrued Professional Compensation 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.

3. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Debtors' Estates pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Initial Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Fee Claims; and (c) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code.

4. "*Administrative Claims Bar Date*" means the first Business Day that is 30 days following the Initial Effective Date, except as specifically set forth in the Plan or a Final Order.

5. "*Affiliate*" shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

6. "*Allowed*" means with respect to any Claim, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim Filed by the Claims Bar Date (or for which Claim under the Plan, the Bankruptcy Code, or a Final Order of the Court a Proof of Claim is not or shall not be required to be Filed); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim, as

applicable, has been timely Filed; or (c) a Claim Allowed pursuant to the Plan or a Final Order of the Court; *provided* that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Court, or such an objection is so interposed and the Claim, as applicable, shall have been Allowed by a Final Order. 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 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 or Reorganized Debtor, as applicable. For the avoidance of doubt, a Proof of Claim Filed after the Claims Bar Date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-filed Claim. "Allow" and "Allowing" shall have correlative meanings.

7. "*Asset Sales*" means, collectively, one or more sales of the Debtors' assets for Cash effectuated on or before the Final Effective Date (and, with respect to any such sales not previously approved and consummated pursuant to an order of the Court, to the extent the Debtors determine, at their discretion in consultation with the First Lien Agent, the Second Lien Steering Committee, and (prior to the Initial Effective Date) the Committee, and consistent with their fiduciary duties, to so effectuate any such sales). Unless otherwise agreed to by the Debtors, the Second Lien Steering Committee, the Committee, and the First Lien Agent, the net Cash proceeds of the Prepetition Collateral included in the Asset Sales will be used: (a) first, to satisfy the First Lien Cash Recovery; and (b) second, (i) to make other Cash payments required to be paid by the Reorganized Debtors under the Plan, including payments to fund the Professional Fee Escrow, and (ii) for working capital purposes of the Reorganized Debtors.

8. "*Asset Sales Documentation*" means one or more asset purchase agreements and related documents, pursuant to which the Debtors will effectuate the Asset Sales.

9. "*Avoidance Actions*" means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors arising under chapter 5 of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code.

10. "*Backstop Commitment Agreement*" means the Backstop Commitment Agreement by and among the Debtors and the Backstop Parties (as amended, supplemented, or otherwise modified from time to time), as approved by the Bankruptcy Court, an executed copy of which shall be included in the Plan Supplement.

11. "*Backstop Fee*" means five percent (5%) of all New Common Stock (subject to dilution for the Management Incentive Plan).

12. "*Backstop Parties*" means, collectively, those Entities making a backstop commitment pursuant to the Backstop Commitment Agreement, each solely in its capacity as a provider of such backstop commitment.

13. "*Bankruptcy Code*" means title 11 of the United States Code, as amended and in effect during the pendency of the Chapter 11 Cases.

14. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Court.

15. "*Business Day*" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

16. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

17. "*Cash Collateral Order*" means the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, and 507, Bankruptcy Rules 2002, 4001, and 9014, and Local Bankruptcy Rule 4001-2, (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(B), and (IV) Granting Related Relief* entered by the Court on September 25, 2015 [Docket No. 111], as subsequently extended by interim orders entered by the Court on November 4, 2015 [Docket No. 316], November 20, 2015 [Docket No. 379], December 17, 2015 [Docket No. 483], January 26, 2016 [Docket No. 610], March 21, 2016 [Docket No. 789], and June 3, 2016 [Docket No. 1016], as such may be modified, amended, or entered on a further interim or final basis.

18. "*Causes of Action*" means any action, claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt, "Cause of Action" includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including 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 (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Court and (b) when used with reference to all of the Debtors, the procedurally consolidated and jointly administered chapter 11 cases pending for the Debtors in the Court.

20. "*Claim*" shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

21. "*Claims Bar Date*" means the date established by the Court by which Proofs of Claim must be Filed.

22. "*Claims Bar Date Order*" means that certain order entered by the Court on October 16, 2015 establishing the Claims Bar Date.

23. "*Claims Objection Deadline*" means the deadline for objecting to a Claim, which shall be on the date that is the later of (a) 180 days after the Initial Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Reorganized Debtors, as applicable, or by an order of the Court for objecting to such Claims.

24. "*Claims Register*" means the official register of Claims maintained by the Notice and Claims Agent.

25. "*Class*" means a category of holders of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

26. "*Committee*" means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code.

27. "*Committee Plan*" means the *Second Amended Joint Chapter 11 Plan of Samson Resources Corporation and its Debtor Affiliates Proposed by Official Committee of Unsecured Creditors* [Docket No. 1812], as may be amended, modified, or supplemented from time to time.

28. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

29. "*Confirmation Date*" means the date upon which the Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

30. "*Confirmation Hearing*" means the hearing held by the Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.

31. "*Confirmation Order*" means a Final Order of the Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

32. "*Consenting Lenders*" means those Second Lien Lenders party to the Plan Support Agreement from time to time (after giving effect to all amendments to the Plan Support Agreement), together with their respective successors and permitted assigns.

33. "*Consummation*" means the occurrence of the Final Effective Date.

34. "*Contingent Value Right*" means the right to receive the first Net Sale Proceeds in excess of $350,000,000, up to $11,500,000, if (a) on or before June 30, 2017, an agreement is reached to sell directly or indirectly all or substantially all of the Reorganized Debtors' assets, (b) such agreement is consummated, and (c) such agreement produces Net Sale Proceeds to the Reorganized Debtors in excess of $350,000,000.

35. "*Court*" means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157 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.

36. "*Cure Claim*" means a monetary Claim based upon the Debtors' defaults under any Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 of the Bankruptcy Code.

37. "*Cure Notice*" means a notice of a proposed amount to be paid on account of a Cure Claim in connection with an Executory Contract or Unexpired Lease to be assumed under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (a) procedures for objecting to proposed assumptions of Executory Contracts and Unexpired Leases, (b) Cure Claims to be paid in connection therewith and (c) procedures for resolution by the Court of any related disputes.

38. "*D&O Liability Insurance Policies*" means any Insurance Contract (including any "tail policy") that has been issued at any time to or provides coverage to any of the Debtors for current or former directors', managers', and officers' liability.

39. "*Debtors*" means, collectively: 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, the debtors and debtors in possession in the Chapter 11 Cases.

40. "*Disallowed*" means, with respect to any Claim, a Claim or any portion thereof that (a) has been disallowed by a Final Order, (b) is Scheduled as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Court pursuant to either the Bankruptcy Code or any Final Order of the Court or otherwise deemed timely filed under applicable law or this Plan, (c) is not Scheduled and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Court pursuant to either the Bankruptcy Code or any Final Order of the Court or otherwise deemed timely filed under applicable law or this Plan, (d) has been waived or withdrawn by agreement of the applicable Debtor and the holder thereof, or (e) has been waived or withdrawn by the holder thereof.

41. "*Disclosure Statement*" means the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and its Debtor Affiliates*, dated as of January 12, 2017, as may be amended, modified, or supplemented from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law, and which shall be in form and substance reasonably acceptable to the Debtors, the Second Lien Steering Committee, and the Committee, in consultation with the First Lien Agent.

42. "*Disputed*" means a Claim that is not yet Allowed.

43. "*Disputed Claim Amount*" means (a) if a liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim: (i) the liquidated amount set forth in the Proof of Claim relating to the Disputed Claim; (ii) an amount agreed to by the Debtors or the Reorganized Debtors (or solely with respect to General Unsecured Claims, the Settlement Trust), as applicable, and the holder of such Disputed Claim; or (iii) if a request for estimation is Filed by any party, the amount at which such Disputed Claim is estimated by the Court, (b) if no liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim: (i) an amount agreed to by the Debtors or the Reorganized Debtors (or solely with respect to General Unsecured Claims, the Settlement Trust), as applicable, and the holder of such Disputed Claim; (ii) the amount estimated by the Court with respect to such Disputed Claim, (iii) the amount estimated in good faith by the Debtors or the Reorganized Debtors (or solely with respect to General Unsecured Claims, the Settlement Trust), as applicable, with respect to the Disputed Claim, or (c) zero, if the Disputed Claim was listed on the Schedules as unliquidated, contingent, or disputed and no Proof of Claim was Filed, or deemed to have been Filed, by the applicable Claims Bar Date and the Claim has not been resolved by written agreement of the parties or an order of the Court.

44. "*Distribution Record Date*" means the date for determining which holders of Claims or Interests are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in a Final Order of the Court.

45. "*DTC*" means Depository Trust Company.

46. "*Entity*" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

47. "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

48. "*Exculpated Claim*" means any Cause of Action or any Claim related to any act or omission derived from, based upon, related to, or arising from the Debtors' in or out-of-court restructuring efforts, the Chapter 11 Cases, the Marketing Process, the formulation, preparation, dissemination, negotiation, or Filing of the Restructuring Support Agreement and related prepetition transactions, the Plan Support Agreement, the Disclosure Statement, the Plan (including any term sheets related thereto), or any contract, instrument, release or other agreement or document (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, including without limitation (a) the Restructuring Support Agreement, (b) the Plan Support Agreement, (c) the issuance of the New Common Stock, (d) the execution, delivery, and performance of the Exit Facility Documents, and (e) the distribution of property under the Plan or any other agreement under the Plan, except for Claims or Causes of Action related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence; *provided* that the Exculpated Parties shall be entitled, in all respects, to reasonably rely upon the advice of counsel with respect to the foregoing; *provided*, *further*, that the foregoing shall not be deemed to release, affect, or limit any of the rights and obligations of the Exculpated Parties from, or exculpate the Exculpated Parties with respect to, any of the Exculpated Parties' obligations or covenants arising under the Confirmation Order, the Plan, the Plan Supplement, the Exit Facility Documents, and any contracts, instruments, releases, and other agreements or documents delivered in connection with, or contemplated by, the foregoing.

49. "*Exculpated Parties*" means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Sponsors; (d) the First Lien Agent; (e) the First Lien Secured Parties; (f) the Second Lien Agent; (g) the Second Lien Secured Parties; (h) the Committee and any member thereof; (i) with respect to each of the foregoing Entities in clauses (a) through (g), such Entity's current and former affiliates, and such Entity's and such affiliates' current and former equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors and assigns, subsidiaries, managed accounts or funds, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, each in their capacity as such; and (j) the DTC; *provided* that Exculpated Parties shall not include any of the Debtors' directors or officers before the 2011 Acquisition or the holders of Preferred Interests.

50. "*Executory Contract*" means a contract 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.

51. "*Exit Facility*" means, collectively, the Exit RBL Facility and the Exit Term Loan, plus any hedges, swaps, or other instruments entered into with any lenders (or affiliates as may be permitted) under the Exit RBL Facility.

52. "*Exit Facility Credit Agreement*" means the credit agreement, to be dated as of the Initial Effective Date, providing for the Exit Facility.

53. "*Exit Facility Documents*" means, in connection with the Exit Facility, the Exit Facility Credit Agreement and other loan documents, related to or evidencing the loans and obligations thereunder, to be dated as of the Final Effective Date, governing the Exit Facility, each in form and substance acceptable to the Reorganized Debtors, the First Lien Agent, and the Second Lien Steering Committee on the terms set forth in the Exit Facility Terms.

54. "*Exit Facility Terms*" means those terms attached hereto as Exhibit A.

55. "*Exit RBL Facility*" means a reserve-based first lien, first-out revolving credit facility under the Exit Facility Credit Agreement, on the terms set forth in the Exit Facility Terms.

56. "*Exit Term Loan*" means a first-lien, last-out term loan (if any) under the Exit Facility Credit Agreement, on the terms set forth in the Exit Facility Terms.

57. "*Federal Judgment Rate*" means the federal judgment rate in effect as of the Petition Date, compounded annually.

58. "*Fee Claim*" means a Claim for Accrued Professional Compensation.

59. "*File*," "*Filed*," or "*Filing*" means file, filed, or filing in the Chapter 11 Cases with the Court or, with respect to the filing of a Proof of Claim or proof of Interest, the Notice and Claims Agent.

60. "*Final Effective Date*" means, with respect to the Plan, the date that is a Business Day selected by the Debtors with the consent (which may not be unreasonably withheld) of the First Lien Agent and the Second Lien Steering Committee on which: (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent specified in Article IX.C have been satisfied or waived (in accordance with Article IX.D); and (c) the Final Effective Date is declared to have occurred; *provided* that the Final Effective Date may occur by (i) Consummation of the Restructuring Transactions set forth in the Plan, (ii) Consummation of a reorganization of the Debtors other than as set forth in the Plan; or (iii) the commencement of liquidation of the Debtors, in consultation with the First Lien Agent, and the Second Lien Steering Committee.

61. "*Final Order*" means an order or judgment of the Court (or any other court of competent jurisdiction) entered by the Clerk of the 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 motion for new trial, stay, reargument, or rehearing shall 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 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, as a result of which such order shall have become final in accordance with rule 8002 of the Bankruptcy Rules; *provided* that the possibility that a motion under rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause an order not to be a Final Order.

62. "*First Lien Agent*" means JPMorgan Chase Bank, N.A., in its capacity as administrative and collateral agent under the First Lien Credit Agreement and the other First Lien Loan Documents.

63. "*First Lien Cash Recovery*" means (a) net Cash proceeds from the Asset Sales of the Prepetition Collateral, (b) Cash on hand, and/or (c) proceeds of any liquidated hedges, margin or settlement payments and any amounts held in the Hedge Account (as defined in the Cash Collateral Order), which shall provide sufficient Cash recovery to the First Lien Lenders such that the amount outstanding under the Exit RBL Facility on the Final Effective Date shall be equal to the borrowing base under the Exit RBL Facility. The First Lien Cash Recovery shall be in a minimum amount not less than $670 million (which amount may be determined by a formula) acceptable to the Debtors, the First Lien Agent, and the Second Lien Steering Committee and set forth in the Plan Supplement. In the event the Debtors, with the consent of the Second Lien Steering Committee, determine not to enter into the Exit Facility, the First Lien Cash Recovery shall be Cash in an amount equal to the amount of then-outstanding First Lien Secured Claims.

64. "*First Lien Collateral*" means all assets or property of the Debtors, including both tangible and intangible property or assets, in which the First Lien Agent or First Lien Secured Parties have or possess a valid, perfected, and enforceable security interest.

65. "*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).

66. "*First Lien Credit Facility*" means the credit facility under the First Lien Credit Agreement.

67. "*First Lien Lenders*" means, collectively, the lenders from time to time party to the First Lien Credit Agreement.

68. "*First Lien Loan Documents*" means the First Lien Credit Agreement and 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.

69. "*First Lien Secured Claims*" means all Claims against the Debtors arising under the First Lien Loan Documents, which shall be Allowed in the aggregate principal amount of $945,831,987.70, consisting of $942,812,113.37 in principal amount drawn under the First Lien Credit Agreement, $0 in face amount of undrawn Letters of Credit issued plus $3,019,876.33 in obligations to Hedge Banks (through January 11, 2017) and any accrued but unpaid interest, expenses, and any and all other obligations due or recoverable under the First Lien Credit Agreement payable thereon, as calculated in accordance with the First Lien Credit Agreement.

70. "*First Lien Secured Parties*" means the First Lien Agent, the First Lien Lenders, the Hedge Banks, and the Letter of Credit Issuers (as defined in the First Lien Loan Documents) party to the First Lien Loan Documents.

71. "*General Unsecured Claim*" means any Claim against any Debtor that is not otherwise waived or paid in full during the Chapter 11 Cases pursuant to an order of the Court and is not: (a) an Administrative Claim; (b) a Priority Tax Claim; (c) an Other Priority Claim; (d) an Other Secured Claim; (e) a First Lien Secured Claim; (f) a Second Lien Secured Claim; (g) an Intercompany Claim; (h) a Second Lien Adequate Protection Claim; or (i) a Section 510(b) Claim; *provided* that, for the avoidance of doubt, the Second Lien Deficiency Claims and the Sponsor Management Fee Claims shall be General Unsecured Claims.

72. "*Governmental Unit*" shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

73. "*Hedge Banks*" means those financial institutions providing oil and gas production hedging under the Debtors' existing commodity hedging agreements.

74. "*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.

75. "*Impaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Unimpaired.

76. "*Indemnification Obligations*" means each of the Debtors' indemnification obligations in place as of the Initial Effective Date, whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, board resolutions, management or indemnification agreements, or employment contracts, for the current and former directors and the officers who served in such capacity at any time after or within the 12 months prior to the Petition Date and, *except* that the Indemnification Obligations shall not include any of the Debtors' indemnification obligations for any of the Debtors' directors or officers before the 2011 Acquisition or the holders of Preferred Interests.

77. "*Initial Effective Date*" means, with respect to the Plan, the date on which the Confirmation Order is effective and becomes a Final Order (subject to waiver by the Debtors, the Second Lien Steering Committee, and the Committee).

78. "*Insurance Contract*" means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to or provide coverage to any of the Debtors and all agreements, documents, or instruments relating thereto.

79. "*Insurer*" means any company or other entity that issued an Insurance Contract, any third party administrator, and any respective predecessors and/or affiliates thereof.

80. "*Intercompany Claim*" means any Claim held by one Debtor or a Non-Debtor Subsidiary against another Debtor.

81. "*Intercompany Interest*" means, other than an Interest in Parent, (a) an Interest in one Debtor or Non-Debtor Subsidiary held by another Debtor or Non-Debtor Subsidiary or (b) an Interest in a Debtor or a Non-Debtor Subsidiary held by an Affiliate of a Debtor or a Non-Debtor Subsidiary.

82. "*Intercreditor Agreement*" means that certain Second Lien Intercreditor Agreement, dated as of September 25, 2012, by and among JPMorgan Chase Bank, N.A., as First Lien Collateral Agent, Bank of America, N.A., as Second Lien Collateral Agent, Samson Investment Company, certain Debtors as grantors, and the other loan parties from time to time party thereto, and each of the parties' respective successors and assigns.

83. "*Interests*" means the common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor and options, warrants, rights, or other securities or agreements to acquire the common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (whether or not arising under or in connection with any employment

agreement), 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.

84. "*Interim Compensation Order*" means that certain order entered by the Court establishing procedures for the compensation of Professionals.

85. "*IRS*" means the United States Internal Revenue Service.

86. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

87. "*Lessor Stipulations*" means the (a) *Stipulation Extending the Debtors' Time to Assume Federal and Tribal Oil and Gas Leases Pursuant to Section 365(d)(4)* [Docket No. 838] and (b) *Stipulation Extending the Debtors' Time to Assume or Reject Unexpired Lease of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code* [Docket No. 992].

88. "*Lien*" shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

89. "*Management Incentive Plan*" means that certain post-Effective Date incentive plan, the terms of which shall be negotiated by the Debtors and the Second Lien Steering Committee and included in the Plan Supplement.

90. "*Marketing Process*" means the Debtors' marketing process to sell any or all of their assets pursuant to the Asset Sales, conducted prior to the Initial Effective Date in consultation with the First Lien Agent, the Second Lien Steering Committee, and the Committee and after the Initial Effective Date (if necessary) in consultation with the First Lien Agent, the Second Lien Steering Committee, and the Settlement Trust.

91. "*Net Sale Proceeds*" means the Cash proceeds received in a sale of all or substantially all of the assets of the Reorganized Debtors, less (a) all outstanding amounts owed under the Exit Facility, including any obligations owed on account of early termination of the hedges or swaps provided thereunder by lenders (or their affiliates as may be permitted under the Exit Facility), (b) any costs of winding down the Reorganized Debtors' businesses, and (c) any professional fees and transaction costs payable in connection with such sale.

92. "*New Boards*" means the initial board of directors, members, or managers, as applicable, of each Reorganized Debtor.

93. "*New Common Stock*" means the common equity of Reorganized Parent, which may comprise or otherwise be converted to limited liability company membership interests in the event the Reorganized Parent is converted to a limited liability company, authorized and issued pursuant to the Plan, such corporate structure to be determined at the election of the Debtors and the Second Lien Steering Committee, in consultation with the First Lien Agent, on or before the date of the Confirmation Hearing.

94. "*New Organizational Documents*" means the form of the certificates or articles of incorporation, bylaws, or such other applicable formation documents of each of the Reorganized Debtors, which forms shall be in form and substance acceptable to the Debtors and the Second Lien Steering Committee, in consultation with the First Lien Agent, as set forth in the Plan Supplement, as amended by the Debtors from time to time prior to the Confirmation Date, with the consent of the Second Lien Steering Committee, and in consultation with the First Lien Agent.

95. "*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.

96. "*Notice and Claims Agent*" means Garden City Group, LLC.

97. "*Ordinary Course Professionals*" shall mean the various attorneys, accountants, auditors, and other professionals the Debtors employ in the ordinary course of their business and retained by the Debtors pursuant to the Ordinary Course Professionals Order.

98. "*Ordinary Course Professionals Order*" shall mean that certain order entered by the Court establishing the procedures for retaining the Ordinary Course Professionals.

99. "*Other Priority Claim*" means any allowed Claim against any Debtor entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim; or (b) a Priority Tax Claim, to the extent such Claim has not already been paid during the Chapter 11 Cases.

100. "*Other Secured Claim*" means any Secured Claim against any Debtor that is not a First Lien Secured Claim or a Second Lien Secured Claim.

101. "*Parent*" means Samson Resources Corporation.

102. "*Performance Award Program*" has the meaning ascribed to it in the *Order Authorizing and Approving the Debtors' Performance Award Program* [Docket No. 698].

103. "*Person*" shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

104. "*Petition Date"* means September 16, 2015, the date on which the Debtors commenced the Chapter 11 Cases.

105. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan (as amended, supplemented, or modified from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules), each of which shall be in form and substance (except where otherwise provided) reasonably acceptable to the Debtors, the First Lien Agent, and the Second Lien Steering Committee, and, solely with respect to the Settlement Trust Agreement, the Committee, to be Filed by the Debtors no later than January 24, 2017, and additional documents or amendments to previously Filed documents, Filed before the Confirmation Date as amendments to the Plan Supplement, including the following, as applicable: (a) New Organizational Documents; (b) the Schedule of Rejected Executory Contracts and Unexpired Leases; (c) a list of the Retained Causes of Action; (d) the Management Incentive Plan; (e) a document listing the members of the New Boards; (f) the Stockholders Agreement; (g) the Exit Facility Credit Agreement; (h) the Asset Sales Documentation (to the extent not already Filed and approved by prior order of the Court); (i) the Rights Offering Documents (including without limitation the Backstop Commitment Agreement and the Rights Offering Procedures); and (l) the Settlement Trust Agreement. The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Initial Effective Date, which amendments shall be reasonably acceptable to the First Lien Agent, and the Second Lien Steering Committee, and solely with respect to the Settlement Trust Agreement, the Committee, and the final versions of all such documents and exhibits shall be Filed by no later than the Initial Effective Date.

106. "*Plan Support Agreement*" means the Plan Support Agreement, dated as of August 26, 2016, as amended, supplemented, or otherwise modified from time to time in accordance with its terms, a copy of which is attached as Exhibit A to the *Notice of Filing Plan Support Agreement* [Docket No. 1290]. The Debtors will not agree to any modifications of the Plan Support Agreement which may impact the amount or priority of recovery of holders of General Unsecured Claims under the Plan without the written express consent of the Committee.

107. "*Priority Claims*" means Priority Tax Claims and Other Priority Claims.

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

109. "*Prepetition Collateral*" means the First Lien Collateral and the Second Lien Collateral.

110. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

111. "*Pro Rata*" means the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that respective Class, or the proportion that Allowed Claims or Allowed Interests in a particular Class bear to the aggregate amount of Allowed Claims or Allowed Interests in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim or Allowed interests under the Plan.

112. "*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.

113. "*Professional Fee Escrow*" means an interest-bearing escrow account to hold an amount of Cash equal to the Professional Fee Escrow Amount funded by the Debtors or the Reorganized Debtors as soon as reasonably practicable after the Confirmation Date and no later than the Initial Effective Date solely for the purpose of paying all remaining Allowed and unpaid Fee Claims. Such Cash shall remain subject to the jurisdiction of the Court.

114. "*Professional Fee Escrow Amount*" means the aggregate unpaid Fee Claims through the Confirmation Date as estimated in accordance with Article II.B.

115. "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

116. "*Reinstated*" or "*Reinstatement*" means, with respect to Claims and Interests, the treatment provided for in section 1124 of the Bankruptcy Code.

117. "*Released Party*" means each of the following, in their capacity as such: (a) the First Lien Agent; (b) the First Lien Secured Parties; (c) the Second Lien Agent; (d) the Second Lien Lenders; (e) each of the Sponsors; (f) the Non-Debtor Subsidiaries; (g) the Committee and any member thereof; (h) the Senior Noteholders; (i) the Senior Notes Indenture Trustee; (j) the Backstop Parties; and (k) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (j), such Entity's current and former affiliates and such Entity's and such affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly, but *except* for any former equity holder in Parent (regardless of whether such interests were held directly or indirectly) that transferred or redeemed its equity interests for the purpose of taking a worthless stock deduction prior to the Petition Date, *provided* that, for the avoidance of doubt, the foregoing exception shall not include any of the Sponsors or any of their respective current and former equity holders or affiliates), predecessors, successors and assigns, subsidiaries, managed accounts or funds, and each of their respective current and former equity holders (*except* for any former equity holder in Parent (regardless of whether such interests were held directly or indirectly) that transferred or redeemed its equity interests for the purpose of taking a worthless stock deduction prior to the Petition Date, *provided* that, for the avoidance of doubt, the foregoing exception shall not include any of the Sponsors or any of their respective current and former equity holders or affiliates), officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, each in their capacity as such; and (k) the DTC; *provided* that the Released Parties shall not include the Debtors' directors or officers before the 2011 Acquisition or the holders of the Preferred Interests.

118. "*Releasing Party*" means each of the following, in their capacity as such: (a) the First Lien Agent; (b) the First Lien Secured Parties; (c) the Second Lien Agent; (d) the Second Lien Lenders; (e) the Sponsors; (f) the Committee and any member thereof; (g) the Senior Noteholders; (h) the Senior Notes Indenture Trustee; (i) the Backstop Parties; (j) all holders of Claims and Interests that are deemed to accept the Plan; (k) all holders of Claims and Interests who vote to accept the Plan; (l) all holders in voting Classes who abstain from voting on the Plan and who do not opt out of the releases provided by the Plan; (m) all holders of Claims and Interests who vote to reject or are deemed to reject the Plan and who do not opt out of the releases provided by the Plan; and (n) with respect to

each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (m), such Entities' current and former affiliates' and such Entities' and such affiliates' predecessors, successors and assigns, subsidiaries, managed accounts or funds, current and former directors, principals, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers consultants, representatives, management companies, fund advisors and other professionals.

119. "*Reorganized Debtors*" means the Debtors, or any successors thereto, by merger, consolidation, or otherwise, on or after the Final Effective Date, including any new entity formed pursuant to the Restructuring Transactions to directly or indirectly acquire the assets or equity of the Debtors.

120. "*Reorganized Parent*" means Parent, or any successors thereto, by merger, consolidation, or otherwise, on and after the Final Effective Date, including any new holding company formed pursuant to the Restructuring Transactions to indirectly acquire the assets or equity of the Debtors.

121. "*Required Backstop Parties*" means, as of any date of determination, Backstop Parties committed to providing at least two-thirds of the aggregate backstop commitments pursuant to the Backstop Commitment Agreement.

122. "*Required Consenting Lenders*" means, as of any date of determination, Consenting Lenders holding a majority of the aggregate outstanding principal amount of the Second Lien Claims held by Consenting Lenders.

123. "*Restructuring Support Agreement*" means the Restructuring Support Agreement, dated as of August 14, 2015, as amended, supplemented, or otherwise modified from time to time in accordance with its terms, a copy of which is attached as Exhibit B to the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* [Docket No. 16].

124. "*Restructuring Transactions*" shall have the meaning set forth in Article IV.A.

125. "*Retained Causes of Action*" means all Claims and Causes of Action (including Avoidance Actions) held by or on behalf of any Debtor against any Entity (except for any Claims or Causes of Action, alleged or otherwise, against the Released Parties), excluding any Entity intended to do business with the Reorganized Debtors that the Debtors or the Reorganized Debtors (as applicable) identify as being costly or burdensome to replace in writing to the Committee on or before the Initial Effective Date.

126. "*Rights*" means the rights distributed to the Rights Offering Participants to purchase Rights Offering Units at the applicable Rights Exercise Price, pursuant to the Rights Offering Procedures.

127. "*Rights Exercise Price*" means the purchase price for each Rights Offering Unit in connection with the Rights Offering, equal to $10.

128. "*Rights Offering*" means that certain offering of Rights to the Rights Offering Participants, to purchase the Rights Offering Stock, to be conducted in accordance with the Rights Offering Procedures.

129. "*Rights Offering Amount*" means Cash in the amount of $60,000,000, gross new money contribution to the Settlement Trust to be funded pursuant to the Rights Offering and backstopped by the Backstop Parties.

130. "*Rights Offering Documents*" means, collectively, all related agreements, documents, or instruments in connection with the Rights Offering and the Backstop Commitment Agreement, the forms of which shall be included in the Plan Supplement, and shall be satisfactory in all respects to the Debtors and the Backstop Parties.

131. "*Rights Offering Participants*" means those holders of Second Lien Claims as of the Voting Record Date or Backstop Parties that are entitled to purchase Rights Offering Units pursuant to the Rights Offering Documents.

132. "*Rights Offering Procedures*" means the procedures governing the Rights Offering, which are included in the Plan Supplement, as such procedures may be amended, modified, or supplemented with the consent of the Debtors and the Required Backstop Parties.

133. "*Rights Offering Stock*" means 26.4 percent of all New Common Stock (subject to dilution for the Management Incentive Plan).

134. "*Rights Offering Unit*" means one share of the New Common Stock offered for sale in connection with the Rights Offering.

135. "*Schedule of Rejected Executory Contracts and Unexpired Leases*" means the schedule, in form and substance reasonably acceptable to the Debtors (including any amendments or modifications thereto) and the Second Lien Steering Committee, in consultation with the First Lien Agent, of certain Executory Contracts and Unexpired Leases, if any, to be rejected by the Debtors pursuant to the Plan, as set forth in the Plan Supplement, as amended by the Debtors with reasonable consent of the Second Lien Steering Committee from time to time prior to the Confirmation Date, in consultation with the First Lien Agent.

136. "*Schedules*" means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.

137. "*SEC*" means the United States Securities and Exchange Commission.

138. "*Second Lien Adequate Protection Claim*" means the Claim for adequate protection of the Second Lien Agent and Second Lien Secured Parties for postpetition diminution in value of the Second Lien Collateral.

139. "*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.

140. "*Second Lien Claims*" means all Claims against the Debtors arising under the Second Lien Loan Documents, which shall be Allowed in the aggregate principal amount of $1,000,000,000, plus any accrued but unpaid interest payable thereon, as calculated in accordance with the Second Lien Credit Agreement (estimated to be $11,527,778 as of the Petition Date).

141. "*Second Lien Collateral*" means all assets or property of the Debtors, including both tangible and intangible property or assets, in which the Second Lien Agent or Second Lien Secured Parties have or possess a valid, perfected, and enforceable security interest.

142. "*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).

143. "*Second Lien Deficiency Claim*" means the portion of the Second Lien Claim constituting a general unsecured claim under section 506(a) of the Bankruptcy Code.

144. "*Second Lien Lender*s" means, collectively, the lenders from time to time party to the Second Lien Credit Agreement.

145. "*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.

146. "*Second Lien Secured Claim*" means any Second Lien Claim that is Secured.

147. "*Second Lien Secured Parties*" means the Second Lien Agent and the Second Lien Lenders.

148. "*Second Lien Steering Committee*" means that certain unofficial steering committee of Second Lien Lenders, as constituted from time to time, collectively holding or controlling voting rights with respect to a majority of the Second Lien Claims.

149. "*Section 510(b) Claims*" means any Claims arising from (a) rescission of a purchase or sale of a security of the Debtors or an Affiliate of the Debtors, (b) purchase or sale of such a security or (c) reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

150. "*Secured*" means when referring to a Claim, a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) otherwise Allowed pursuant to the Plan as a Secured Claim.

151. "*Secured Tax Claims*" means any Secured Claim against any Debtor that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

152. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended, or any similar federal, state or local law.

153. "*Securities Exchange Act*" means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a–78nn, as amended.

154. "*Security*" shall have the meaning set forth in section 101(49) of the Bankruptcy Code.

155. "*Senior Noteholders*" means the holders of Senior Notes Claims.

156. "*Senior Notes*" means the 9.750 percent Senior Notes Due 2020, issued in the original principal amount of $2,250,000,000 pursuant to the Senior Notes Indenture.

157. "*Senior Notes Claims*" means all Claims against the Debtors arising under the Senior Notes 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 Senior Notes Indenture (estimated to be $129,439,629 as of the Petition Date).

158. "*Senior Notes 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 Senior Notes Indenture Trustee (as amended, restated, supplemented, or otherwise modified from time to time), providing for the issuance of 9.750 percent Senior Notes Due 2020.

159. "*Senior Notes Indenture Trustee*" means Wilmington Trust, National Association, solely in its capacity as indenture trustee under the Senior Notes Indenture.

160. "*Settlement Trust*" means the trust or other legal entity established on the Initial Effective Date in accordance with the terms of this Plan and the Settlement Trust Agreement to, among other things: (a) directly or

indirectly acquire the Settlement Trust Assets; (b) issue beneficial interests in the Settlement Trust to be distributed pursuant to this Plan; and (c) make certain distributions in accordance with this Plan; *provided* that any trustee(s) of the Settlement Trust shall be selected by the Committee and identified in the Plan Supplement (in the Settlement Trust Agreement or otherwise).

161. "*Settlement Trust Agreement*" means that certain trust agreement forming the Settlement Trust, which agreement shall be subject to the approval of the Committee and in form and substance reasonably acceptable to the Debtors.

162. "*Settlement Trust Assets*" means, collectively, the Settlement Trust Causes of Action, the Settlement Trust Cash Amount (including a Claim by the Settlement Trust for any shortfall of the Settlement Trust Cash Amount), the Settlement Trust Letter of Credit, the Contingent Value Right, and the Sponsor Management Fee Claims (to the extent the Committee elects to have the Sponsor Management Fee Claims assigned to the Settlement Trust under the Plan).

163. "*Settlement Trust Cash Amount*" means Cash in an amount equal to $168,500,000, less the amount of the Settlement Trust Letter of Credit (if any); *provided* that, in the event the full Settlement Trust Cash Amount has not been contributed to the Settlement Trust prior to June 30, 2017, the Settlement Trust Cash Amount shall mean Cash in an amount equal to $180,000,000, and any unpaid amount shall accrue simple interest beginning on June 30, 2017, at the rate of ten percent (10%) per annum until paid in full. For the avoidance of doubt, the Settlement Trust Cash Amount shall be funded, in part or in whole, from the Settlement Trust Unencumbered Cash as provided in the Plan.

164. "*Settlement Trust Causes of Action*" means (a) all Claims and Causes of Action held by or on behalf of any Debtor (or any assignee of any Debtor) against any Entity (except for any Claims or Causes of Action, alleged or otherwise, against the Released Parties) concerning, or on account of, the 2011 Acquisition and/or any transfer of an interest of any Debtor in property provided for thereunder, including any Claims to recover the value of such transferred property, Claims arising under the Bankruptcy Code, state fraudulent transfer statutes and claims arising under state law based upon negligence, breach of fiduciary duty, lender liability, Avoidance Actions, and/or other similar Claims concerning the 2011 Acquisition, and (b) the Retained Causes of Action.

165. "*Settlement Trust Letter of Credit*" means the irrevocable letter of credit (if any) issued on the Final Effective Date in favor of the Settlement Trust, in an amount equal to the lesser of (a) $15,000,000 and (b) the difference (if any) between $168,500,000 and the Settlement Trust Cash Amount, which letter of credit may be drawn in the event the Debtors or the Reorganized Debtors, as applicable, do not pay to the Settlement Trust the difference (if any) between $168,500,000 and the Settlement Trust Cash Amount on or before April 30, 2017.

166. "*Settlement Trust Recovery Proceeds*" means the net Cash proceeds (after payment and/or reimbursement of the Settlement Trust's and Reorganized Debtors' administrative costs) of any liquidation or monetization of the Settlement Trust Assets.

167. "*Settlement Trust Unencumbered Cash*" means Cash held by the Debtors as of the Initial Effective Date in a segregated account to be established at a bank or financial institution that is not (and agrees not to become) a lender (or agent for lenders) to the Debtors and that is acceptable to the Committee and the U.S. Trustee, constituting proceeds of unencumbered assets, which shall be in an amount of at least $100,000,000 and no greater than the Settlement Trust Cash Amount. One hundred percent (100%) of the Settlement Trust Unencumbered Cash shall be transferred by the Debtors on the Initial Effective Date to the Settlement Trust for the benefit of holders of Allowed General Unsecured Claims, and the Debtors shall not use or disburse any Settlement Trust Unencumbered Cash for any other purpose. Until the Final Effective Date, any additional Cash proceeds from the sale of unencumbered assets (less any professional fees and transaction costs payable in connection therewith) before or after the Initial Effective Date shall be added into the segregated account and subject to the same restrictions.

168. "*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.

169. "*Sponsor Management Fee Claims*" means any Claims held by the applicable Sponsors arising under that certain consulting agreement, dated as of December 21, 2011, by and among Samson Resources Corporation, Kohlberg Kravis Roberts & Co. L.P., NGP Energy Capital Management, L.L.C., Crestview Advisors, L.L.C., and JD Rockies Resources Limited (as amended, modified, or supplemented from time to time), for any Advisory Fee" (as defined therein); *provided* that, on the Initial Effective Date, at the prior written election of the Committee, all Sponsor Management Fee Claims shall either be (a) waived and released by the applicable Sponsors or (b) Allowed as General Unsecured Claims and contributed by the Sponsors to the Settlement Trust; *provided further* that the Sponsors shall not be entitled to any recovery and shall receive no distribution under the Plan on account of the Sponsor Management Fee Claims.

170. "*Standing Motion*" means the *Motion of the Official Committee of Unsecured Creditors for Entry of Order Granting Exclusive Standing and Authority to Commence, Prosecute, and Settle Certain Claim and Causes of Action on Behalf of the Debtors' Estates* [Docket No. 1250].

171. "*Status Conference*" shall have the meanings ascribed to it in Article IV.C of the Plan.

172. "*Stockholders Agreement*" means one or more stockholders agreement(s) or limited liability company membership agreement(s), as applicable, with respect to the New Common Stock, substantially in the form to be included in the Plan Supplement and in form and substance acceptable to the Debtors and the Second Lien Steering Committee.

173. "*U.S. Trustee*" means the Office of the United States Trustee for the District of Delaware.

174. "*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.

175. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Claim or an Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code, including through payment in full in cash.

176. "*Voting Deadline*" means the deadline to submit ballots to accept or reject the Plan established by the order of the Court approving the Disclosure Statement.

B. *Rules of Interpretation*

For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) except as otherwise provided, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) except as otherwise provided, any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, restated, supplemented, or otherwise modified in accordance with the terms of the Plan; (4) unless otherwise specified, all references herein to "Articles" are references to Articles of the Plan or hereto; (5) unless otherwise stated, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (6) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (7) the words "include" and "including," and variations

thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation;" (8) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (9) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (10) any docket number references in the Plan shall refer to the docket number of any document Filed with the Court in the Chapter 11 Cases.

C. *Computation of Time*

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. *Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated herein, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided* that corporate or limited liability company governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated or formed (as applicable) in New York shall be governed by the laws of the state of incorporation or formation (as applicable) of the applicable Debtor or Reorganized Debtor.

E. *Reference to Monetary Figures*

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. *Reference to the Debtors or the Reorganized Debtors*

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. *Controlling Document*

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the Plan shall control. In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

ARTICLE II.
ADMINISTRATIVE CLAIMS AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. *Administrative Claims*

Except with respect to Administrative Claims that are Fee Claims and except to the extent that an Administrative Claim has already been paid during the Chapter 11 Cases or a holder of an Allowed Administrative Claim and the applicable Debtor(s) agree to less favorable treatment, each holder of an Allowed Administrative

Claim shall be paid in full in Cash on the unpaid portion of its Allowed Administrative Claim on the latest of: (a) on or as soon as reasonably practicable after the Final Effective Date if such Administrative Claim is Allowed as of the Final Effective Date; (b) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is reasonably practicable; *provided* that Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses, including Claims held by Governmental Units for taxes incurred by the Debtors following the Petition Date (in accordance with section 503(b)(1)(D) of the Bankruptcy Code), shall be paid in the ordinary course of business in accordance with applicable law and the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with respect to an Administrative Claim previously Allowed by Final Order. From and after the Initial Effective Date, the Second Lien Secured Parties shall be deemed to have waived any claim or recourse on account of the Second Lien Adequate Protection Claim against the Settlement Trust, the Settlement Trust Assets, and, to the extent necessary to fund the transfer of the Settlement Trust Assets to the Settlement Trust, other assets of the Debtors' Estates, and any Second Lien Adequate Protection Claim shall be subordinated in all respects to the obligation of the Debtors or the Reorganized Debtors, as applicable, to transfer all of the Settlement Trust Assets to the Settlement Trust. As of the Final Effective Date, the Second Lien Adequate Protection Claim shall be deemed compromised and satisfied in full pursuant to the Plan upon payment in full of the Second Lien Secured Parties' fees and expenses as set forth in Article IX.H of the Plan.

Except as otherwise provided in this Article II.A and except with respect to Administrative Claims that are Fee Claims, requests for payment of Allowed Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Final Effective Date. Objections to such requests, if any, must be Filed and served on the Reorganized Debtors and the requesting party no later than 60 days after the Final Effective Date.

For the avoidance of doubt, nothing shall affect the obligation of each and every Debtor to pay the quarterly fees to the U.S. Trustee until such time as a particular Chapter 11 Case is closed, dismissed, or converted, and the U.S. Trustee shall not be required to file a Proof of Claim on account of such quarterly fees.

B. *Professional Compensation*

1. Professional Fee Escrow.

As soon as reasonably practicable after the Confirmation Date and no later than the Initial Effective Date, the Debtors shall establish the Professional Fee Escrow. The Debtors shall fund the Professional Fee Escrow with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow shall be funded no later than the Initial Effective Date and maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; *provided* that the Reorganized Debtors shall have a reversionary interest in the excess, if any, of the amount of the Professional Fee Escrow over the aggregate Allowed Fee Claims to be paid from the Professional Fee Escrow.

2. Final Fee Applications and Payment of Fee Claims.

All final requests for payment of Fee Claims incurred during the period from the Petition Date through the Confirmation Date, shall be Filed no later than 30 days after the Initial Effective Date. All Entities' respective rights (if any) to object to allowance or payment of all or any portion of any Fee Claims shall be preserved. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules and prior Court orders, the Allowed amounts of such Fee Claims shall be determined by the Court. The amount of Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow when such Claims are Allowed by a Final Order. To the extent that funds held in the Professional Fee Escrow are unable to satisfy the Allowed amount of Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article

II.A of the Plan. After all Fee Claims have been either paid in full or Disallowed, the Final Order allowing such Fee Claims shall direct the escrow agent to return any excess amounts to the Reorganized Debtors.

3. Estimation of Fees and Expenses,

To receive payment for unbilled fees and expenses incurred through the Confirmation Date, the Professionals shall estimate their Fee Claims before and as of the Confirmation Date and shall deliver such estimate to the Debtors no later than 10 days prior to the Initial Effective Date; *provided* that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated shall be utilized by the Debtors to determine the Professional Fee Escrow Amount.

4. Post-Confirmation Date Fees and Expenses.

Except as otherwise specifically provided in or otherwise limited by the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by the Debtors or the Committee up to the Initial Effective Date. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors, in consultation with the Second Lien Steering Committee, may employ and pay any Professional or Ordinary Course Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

C. *Priority Tax Claims*

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. In the event an Allowed Priority Tax Claim is also a Secured Tax Claim, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid in full.

D. *Statutory Fees*

All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code prior to the Initial Effective Date shall be paid by the Debtors. On and after the Initial Effective Date, the Debtors or the Reorganized Debtors, as applicable shall pay any and all such fees when due and payable, and shall file with the Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. *Summary of Classification*

Claims and Interests, except for Administrative Claims, Fee Claims, and Priority Tax Claims, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied prior to the Initial Effective Date or the Final Effective Date (as applicable).

Except as provided below, the Plan constitutes a separate chapter 11 plan of reorganization for each Debtor and the classifications set forth in Classes 1 through 8 shall be deemed to apply to each Debtor, except for Class 9, which only applies to Parent. If substantive consolidation is ordered pursuant to Article IV.U of the Plan, each Class with respect to the Debtors shall vote as set forth in Article III of the Plan. If substantive consolidation is not ordered, each Class of Claims against or Interests in the Debtors shall be deemed to constitute separate sub-Classes of Claims against and Interests in each of the Debtors, as applicable, and each such sub-Class shall vote as a single separate Class for each of the Debtors, as applicable, and the confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied separately with respect to each of the Debtors.

1. Class Identification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as follows:

Class	Claim	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	First Lien Secured Claims	Impaired	Entitled to Vote
4	Second Lien Secured Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Impaired	Entitled to Vote
6	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Intercompany Claims	Unimpaired/Impaired	Not Entitled to Vote (Presumed to Accept/Deemed to Reject)
8	Intercompany Interests	Unimpaired/Impaired	Not Entitled to Vote (Presumed to Accept/Deemed to Reject)
9	Interests in Parent	Impaired	Not Entitled to Vote (Deemed to Reject)

B. *Treatment of Claims and Interests*

1. Class 1 – Other Priority Claims

a. *Classification*: Class 1 consists of all Allowed Other Priority Claims.

b. *Treatment*: Except to the extent that a holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each such holder shall receive payment in full, in cash, of the unpaid portion of its Allowed Other Priority Claim on the Final Effective Date or as soon thereafter as reasonably practicable (or, if payment is not then due, shall be paid in accordance with its terms) or pursuant to such other terms as may be agreed to by the holder of an Allowed Other Priority Claim and the Debtors.

c. *Voting*: Class 1 is Unimpaired under the Plan. Each holder of an Allowed Other Priority Claim will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each holder of an Allowed Other Priority Claim will not be entitled to vote to accept or reject the Plan.

2. Class 2 – Other Secured Claims

a. *Classification*: Class 2 consists of all Allowed Other Secured Claims.

b. *Treatment*: On the Final Effective Date, except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction,

compromise, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each such holder shall receive either (i) payment in full in cash of the unpaid portion of its Allowed Other Secured Claim on the Final Effective Date or as soon thereafter as reasonably practicable (or if payment is not then due, shall be paid in accordance with its terms), (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.

c. *Voting*: Class 2 is Unimpaired under the Plan. Each holder of an Allowed Other Secured Claim will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each holder of an Allowed Other Secured Claim will not be entitled to vote to accept or reject the Plan.

3. Class 3 – First Lien Secured Claims

a. *Classification*: Class 3 consists of all Allowed First Lien Secured Claims.

b. *Allowance*: The First Lien Secured Claims shall be Allowed in the aggregate amount equal to $945,831,987.70, not subject to any counterclaim, defense, offset, or reduction of any kind (except for valid setoffs under the First Lien Loan Documents), consisting of $942,812,113.37 in principal amount drawn under the First Lien Credit Agreement, $0 in face amount of undrawn Letters of Credit issued plus $3,019,876.33 in obligations to Hedge Banks (through January 11, 2017) and any accrued but unpaid interest (at the non-default contract rate), expenses, and any and all other obligations due or recoverable under the First Lien Credit Agreement payable thereon, as calculated in accordance with the First Lien Credit Agreement; *provided* that such amount shall be reduced by (i) valid setoffs under the First Lien Loan Documents and (ii) any amounts previously paid to the Holders of the First Lien Secured Claims on account of such Claims.

c. *Treatment*: On the Final Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Allowed First Lien Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed First Lien Secured Claim, each holder of an Allowed First Lien Secured Claim shall receive its Pro Rata distribution of:

i. the First Lien Cash Recovery; and

ii. (a) if such holder (x) votes to accept the Plan by the Voting Deadline or (y) votes to reject the Plan by the Voting Deadline and elects to receive its Pro Rata share in the Exit RBL Facility, then its Pro Rata share of the Exit Facility will be in the Exit RBL Facility; or

(b) if such holder (u) votes to reject the Plan by the Voting Deadline and elects to receive its Pro Rata share in the Exit Term Loan, (v) votes to reject the Plan by the Voting Deadline and makes no election as to whether to receive its Pro Rata share in the Exit RBL Facility or the Exit Term Loan, or (w) fails to properly submit a ballot by the Voting Deadline, then its Pro Rata share of the Exit Facility will be in the Exit Term Loan.

d. *Voting*: Class 3 is Impaired under the Plan. Each holder of an Allowed First Lien Secured Claim will be will be entitled to vote to accept or reject the Plan.

4. Class 4 – Second Lien Secured Claims

a. *Classification*: Class 4 consists of all Second Lien Secured Claims.

b. *Allowance*: The Second Lien Secured Claims shall be Allowed in the aggregate amount equal to $1,011,527,778, not subject to any counterclaim, defense, offset, or reduction of any kind, or such other amount as determined by the Court in connection with Confirmation.

c. *Treatment*: On the Final Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Allowed Second Lien Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Second Lien Secured Claim, each holder of an Allowed Second Lien Secured Claim shall receive its Pro Rata distribution of:

i. 100 percent of the New Common Stock (subject to dilution for the Rights Offering Stock, the Backstop Fee, and the Management Incentive Plan); and

ii. the Rights to participate in the Rights Offering.

d. *Voting*: Class 4 is Impaired under the Plan. Each holder of an Allowed Second Lien Secured Claim will be entitled to vote to accept or reject the Plan.

5. Class 5 – General Unsecured Claims

a. *Classification*: Class 5 consists of all Allowed General Unsecured Claims.

b. *Treatment*: On the Initial Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive its Pro Rata distribution of the beneficial interests in the Settlement Trust, entitling such holder to receive Settlement Trust Recovery Proceeds on account of such interests; *provided* that, on the Initial Effective Date, each holder of a Second Lien Deficiency Claim shall be deemed to have waived any recovery from the Settlement Trust and Settlement Trust Assets on account of and receive no distribution under the Plan with respect to such Second Lien Deficiency Claim; *provided, further,* that the Sponsors shall not be entitled to any recovery under the Plan and shall receive no distribution on account of the Sponsor Management Fee Claims, which Sponsor Management Fee Claims shall either be (i) waived and released by the applicable Sponsors or (ii) Allowed as General Unsecured Claims and contributed by the Sponsors to the Settlement Trust.

c. *Voting*: Class 5 is Impaired under the Plan. Each holder of a General Unsecured Claim will be entitled to vote to accept or reject the Plan.

6. Class 6 – Section 510(b) Claims

   a. *Classification*: Class 6 consists of all Section 510(b) Claims.

   b. *Treatment*: On the Final Effective Date, each Section 510(b) Claim shall be cancelled without any distribution and such holders of Section 510(b) Claims will receive no recovery.

   c. *Voting*: Class 6 is Impaired under the Plan. Each holder of a 510(b) Claim will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of a 510(b) Claim will not be entitled to vote to accept or reject the Plan.

7. Class 7 – Intercompany Claims

   a. *Classification*: Class 7 consists of all Intercompany Claims.

   b. *Treatment*: Intercompany Claims may be Reinstated as of the Final Effective Date or, at the Debtors' or the Reorganized Debtors' option, in consultation with the First Lien Agent and the Second Lien Steering Committee, be cancelled, and no distribution shall be made on account of such Claims.

   c. *Voting*: Holders of Intercompany Claims are either Unimpaired, and such holders of Intercompany Claims conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, and such holders of Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of an Intercompany Claim will not be entitled to vote to accept or reject the Plan.

8. Class 8 – Intercompany Interests

   a. *Classification*: Class 8 consists of all Intercompany Interests.

   b. *Treatment*: Intercompany Interests may be Reinstated as of the Final Effective Date or, at the Debtors' or the Reorganized Debtors' option, in consultation with the First Lien Agent and the Second Lien Steering Committee, be cancelled, and no distribution shall be made on account of such Interests.

   c. *Voting*: Holders of Intercompany Interests are either Unimpaired, and such holders of Intercompany Interests conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, and such holders of Intercompany Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of an Intercompany Interest will not be entitled to vote to accept or reject the Plan.

9. Class 9 – Interests in Parent

   a. *Classification*: Class 9 consists of all Interests in the Parent.

   b. *Treatment*: On the Final Effective Date, existing Interests in the Parent shall be deemed canceled and extinguished, and shall be of no further force and effect, whether surrendered for cancelation or otherwise, and there shall be no distribution to holders of Interests in the Parent on account of such Interests.

c. *Voting*: Class 9 is Impaired under the Plan. Each holder of an Interest in Parent will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of an Interest in the Parent will not be entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims*

Nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupment against any such Unimpaired Claims.

D. *Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code*

The Debtors reserve the right to seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

E. *Elimination of Vacant Classes*

Any Class of Claims or Interests that does not have a holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. *Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims or Interests eligible to vote and no holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims or Interests in such Class.

G. *Presumed Acceptance and Rejection of the Plan*

To the extent the Classes of Intercompany Claims and Intercompany Interests are cancelled, each holder of a Claim or Interest in such Classes is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan. To the extent the Classes of Intercompany Claims and Intercompany Interests are Reinstated, each holder of a Claim or Interest in such Classes is presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

H. *Intercompany Interests*

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the holders of New Common Stock, and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the holders of Allowed Claims. For the avoidance of doubt, any Interest in Non-Debtor Subsidiaries owned by a Debtor shall continue to be owned by the applicable Reorganized Debtor.

I. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise, including, without limitation, the Intercreditor Agreement. Pursuant to section 510 of the Bankruptcy Code, the Debtors or Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. *Restructuring Transactions*

From and after the Initial Effective Date, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan (the "Restructuring Transactions"), such actions to effectuate the Plan shall be taken in consultation with the First Lien Agent, and the Second Lien Steering Committee, and (without limiting the Debtors' obligations under Article IV.W), solely with respect to the Restructuring Transactions to take place on or before the Initial Effective Date, the Committee, including: (1) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (4) if determined by the Debtors and consented to by the Second Lien Steering Committee, all transactions necessary to provide for the purchase of substantially all of the assets or Interests of any of the Debtors, which purchase may be structured as a taxable transaction for United States federal income tax purposes; (5) all transactions necessary to effectuate the issuance of the New Common Stock and the execution and delivery of the Stockholders Agreement; (6) the execution and delivery of the Exit Facility Documents; (7) the execution and delivery of the Asset Sales Documentation and effectuation of the Asset Sales not previously consummated pursuant to an order of the Court, if any; (8) the Rights Offering and the execution and delivery of the Rights Offering Documents (including the Backstop Commitment Agreement); (9) all transactions necessary to establish the Settlement Trust; and (10) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

B. *Sources of Consideration for Plan Distributions*

The Reorganized Debtors shall fund distributions under the Plan as follows:

1. Cash on Hand

The Reorganized Debtors shall use Cash on hand to fund distributions to certain holders of Claims against the Debtors.

2. Asset Sales

On or before the Final Effective Date, the Debtors shall effectuate the Asset Sales not previously consummated pursuant to an order of the Court, if any, pursuant to the Asset Sales Documentation. The Reorganized Debtors shall use the net Cash proceeds of the Asset Sales in accordance with the definition of "Asset Sales."

3. Issuance and Distribution of New Common Stock

On the Final Effective Date, the Reorganized Debtors shall issue the New Common Stock.

The issuance of the New Common Stock, including options, or other equity awards, if any, reserved under the Management Incentive Plan, shall be authorized without the need for any further corporate action and without any further action by the holders of Claims or Interests.

All of the shares of New Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Common Stock under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by

the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

4. Exit Facility

On the Final Effective Date, the Reorganized Debtors shall enter into the Exit Facility. The terms of the Exit Facility will be set forth in the Exit Facility Documents.

Among other things, the Exit Facility Documents shall provide for: (a) a $2.75 million fee payable upon the maturity, pay-off, or refinancing of the Exit Facility; (b) no other front-end or commitment fee payable upon emergence; (c) an aggregate principal amount for the Exit Facility of at least $280 million; and (d) a maturity date such that the term of the Exit Facility, measured from the Final Effective Date, shall be 30 months.

The Exit RBL Facility shall be a reserve-based first lien, first-out revolving credit facility on the terms set forth in the Exit Facility Documents (which shall include, without limitation, the documentary terms and conditions set forth in the Exit Facility Terms), with initial borrowings equal to (a) the amount of the Allowed First Lien Secured Claims minus the First Lien Cash Recovery, multiplied by (b) the Pro Rata share of Allowed First Lien Secured Claims held by holders of Allowed First Lien Secured Claims that (x) vote to accept the Plan by the Voting Deadline or (y) vote to reject the Plan by the Voting Deadline and elect to receive their Pro Rata share of the Exit RBL Facility in accordance with Article III.B.3.c.ii(a), each of the foregoing unless otherwise agreed by the Reorganized Debtors, and other terms acceptable to the Reorganized Debtors, the Second Lien Agent (in consultation with the Second Lien Steering Committee), and the First Lien Agent.

The Exit Term Loan (if any) shall be a first-lien, last-out term loan, on the terms set forth in the Exit Facility Documents (which shall include, without limitation, the documentary terms and conditions set forth in the Exit Facility Terms), in the aggregate principal amount equal to the amount of the Allowed First Lien Secured Claims minus the sum of (a) the First Lien Cash Recovery and (b) the amount outstanding on the Exit RBL Facility on the Final Effective Date, each of the foregoing unless otherwise agreed by the Reorganized Debtors, the Second Lien Steering Committee and the First Lien Agent, and other terms acceptable to the Reorganized Debtors, the Second Lien Steering Committee and the First Lien Agent.

Confirmation shall be deemed approval of the Exit Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith), to the extent not approved by the Court previously, and the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to obtain the Exit Facility, including the Exit Facility Documents, without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors may deem to be necessary to consummate the Exit Facility.

5. Rights Offering

The Plan provides that the Rights Offering Amount will be raised through the Rights Offering. On the Final Effective Date, the Reorganized Debtors shall consummate the Rights Offering, through which each Rights Offering Participant shall have the opportunity, subject to the terms and conditions set forth in the Plan and the Rights Offering Procedures, to purchase the Rights Offering Units pursuant to the Rights Offering Documents. The Backstop Parties will backstop the Rights Offering Amount in accordance with the terms and conditions of the Backstop Commitment Agreement.

6. Contribution of Settlement Trust Assets

On the Initial Effective Date, the Debtors shall transfer one hundred percent (100%) of the then-existing Settlement Trust Unencumbered Cash, the Contingent Value Right, and the Settlement Trust Causes of Action to the Settlement Trust for the benefit of holders of Allowed General Unsecured Claims, which assets shall vest in the Settlement Trust. The Debtors shall not use the Settlement Trust Unencumbered Cash for any other purpose. On

the Initial Effective Date, the Settlement Trust shall be authorized to make distributions to holders of Allowed General Unsecured Claims and may commence prosecution of the Settlement Trust Causes of Action.

On the Final Effective Date, the Reorganized Debtors shall transfer the remainder of the Settlement Trust Cash Amount that is due (less the face amount of any Settlement Trust Letter of Credit delivered on the Final Effective Date) to the Settlement Trust. Notwithstanding anything in the Plan to the contrary, the right of the Settlement Trust to receive Cash in the full amount of the Settlement Trust Cash Amount shall not be defeased, regardless of whether the Final Effective Date has occurred.

The Settlement Trust shall be administered in accordance with the Settlement Trust Agreement and shall have the standing and authority to enforce any obligations to it under the Plan; *provided* that the costs of administering the Settlement Trust and all fees and expenses incurred by and on behalf of the Settlement Trust shall be charged against the Settlement Trust Assets subject to the terms of the Settlement Trust Agreement. Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors shall have no obligation to provide any funds or financing to the Settlement Trust, other than the obligation to contribute the Settlement Trust Assets, and under no circumstances will the expenses of the Settlement Trust be paid or reimbursed by the Debtors or the Reorganized Debtors, as applicable.

All documents relating to recoveries to holders of Allowed General Unsecured Claims, including the Settlement Trust Agreement, shall be subject to approval of the Committee. Any trustee(s) of the Settlement Trust shall be selected by the Committee.

If the Settlement Trust Unencumbered Cash on the Initial Effective Date is greater than the Settlement Trust Cash Amount, the Cash in excess of such amount shall be retained by the Debtors or the Reorganized Debtors, as applicable.

7. Sponsor Management Fee Claims

On the Initial Effective Date, at the prior written election of the Committee, all Sponsor Management Fee Claims shall either be (a) waived and released by the applicable Sponsors or (b) Allowed as General Unsecured Claims and contributed by the Sponsors to the Settlement Trust.

C. *Post-Confirmation Marketing Process and Asset Sales*

If (a) Confirmation and the Initial Effective Date have occurred and (b) the Debtors or the Reorganized Debtors, as applicable, have not transferred the Settlement Trust Cash Amount to the Settlement Trust, in each case by April 15, 2017, the Debtors and/or the Committee may propose marketing and sale procedures, pursuant to which, subject to Court approval on notice and a hearing, the Debtors may be ordered to sell assets to raise funds necessary to fully fund the Settlement Trust Cash Amount.

To the extent necessary to fully fund the Settlement Trust Cash Amount, the Debtors shall execute on and proceed with asset sales as required and all proceeds of such asset sales (after the payment of reasonably related transaction costs) shall first be paid to the Settlement Trust up to the Settlement Trust Cash Amount; *provided* that the Second Lien Secured Parties (in their sole discretion) shall have the right to pay Cash to the Settlement Trust in an amount sufficient to fully fund the Settlement Trust Cash Amount without the need to consummate any asset sales.

D. *Compromise and Satisfaction of the Second Lien Adequate Protection Claim*

From and after the Initial Effective Date, the Second Lien Secured Parties shall be deemed to have waived any claim or recourse on account of the Second Lien Adequate Protection Claim against the Settlement Trust, the Settlement Trust Assets, and, to the extent necessary to fund the transfer of the Settlement Trust Assets to the Settlement Trust, other assets of the Debtors' Estates, and any Second Lien Adequate Protection Claim shall be subordinated in all respects to the obligation of the Debtors or the Reorganized Debtors, as applicable, to transfer all

of the Settlement Trust Assets to the Settlement Trust. As of the Final Effective Date, the Second Lien Adequate Protection Claim shall be deemed compromised and satisfied in full pursuant to the Plan upon payment in full of the Second Lien Secured Parties' fees and expenses as set forth in Article IX.H of the Plan.

E. *Commodity Hedges*

On the Final Effective Date, except as otherwise agreed between the Debtors and the applicable Hedge Bank(s), the Debtors' existing commodity hedging agreements with such Hedge Banks entered into prior to the Petition Date will be monetized and contributed to the First Lien Cash Recovery.

As soon as reasonably practicable after the Final Effective Date, the Reorganized Debtors shall enter into additional commodity hedging agreements on commercially reasonable terms sufficient to hedge an appropriate percentage (to be determined by the New Board of Reorganized Parent) of their monthly projected natural gas and oil production (calculated separately) for the years 2017–2018 from proved developing producing reserves as reflected on the last delivered reserve report and in accordance with any obligations to do so under the Exit Facility.

F. *Corporate Existence*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, each Debtor shall continue to exist after the Initial Effective Date as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation documents) in effect before the Initial Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation documents) are amended by the Plan or otherwise (including in connection with any conversion of the Reorganized Parent to a limited liability company), and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

G. *Vesting of Assets in the Reorganized Debtors*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Final Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors, including Interests held by the Debtors in non-Debtor subsidiaries, pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances and free and clear of General Unsecured Claims, which will have recourse solely against the Settlement Trust Assets. On and after the Initial Effective Date, except as otherwise provided in the Plan, each Debtor or Reorganized Debtor may operate its business and may use, acquire, or dispose of property, and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Notwithstanding the foregoing, on and as of the Initial Effective Date, the Settlement Trust Unencumbered Cash, the Contingent Value Right, the Sponsor Management Fee Claims (to the extent so elected by the Committee), and the Settlement Trust Causes of Action shall, pursuant to this Plan and the Settlement Trust Agreement, vest in the Settlement Trust, free and clear of all Liens, Claims against, charges or other encumbrances and shall be deemed transferred by the respective Debtor to the Settlement Trust (in each case, except as otherwise provided in this Plan). On and as of the Final Effective Date, the remainder of the Settlement Trust Assets shall, pursuant to this Plan and the Settlement Trust Agreement, vest in the Settlement Trust, free and clear of all Liens, Claims against, charges or other encumbrances and shall be deemed transferred by the respective Debtor to the Settlement Trust (in each case, except as otherwise provided in this Plan).

H. *Cancellation of Existing Securities*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Final Effective Date: (1) the obligations of the Debtors under the First Lien Credit Agreement, the Second Lien Loan Documents, the Senior Notes Indenture, and any other certificate, share,

note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan, including but not limited to all security agreements, mortgages and other collateral documents) shall be cancelled solely as to the Debtors and the Reorganized Debtors shall not have any continuing obligations thereunder, except with regard to the amounts owed under the First Lien Credit Agreement that is replaced and becomes an obligation under the Exit Facility, which shall be come due and owing by the Reorganized Debtors; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged; *provided* that notwithstanding Confirmation or the occurrence of the Initial Effective Date or the Final Effective Date, any such indenture or agreement that governs the rights of the holder of a Claim or Interest shall continue in effect solely for purposes of enabling holders of Allowed Claims and Allowed Interests to receive distributions under the Plan as provided herein; *provided*, *further*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under this Plan; *provided*, *further*, that nothing in this section shall effect a cancellation of any New Common Stock or Intercompany Interests. Notwithstanding the foregoing, the Second Lien Loan Documents shall continue in effect solely with respect to any obligations thereunder governing the relationship between the Second Lien Lenders and the Second Lien Agent (including, but not limited to, those provisions relating to the Second Lien Agents' rights to expense reimbursement, indemnification, and similar amounts) or that may survive the termination or maturity of the Second Lien Loan Documents in accordance with the terms thereof.

On and after the Final Effective Date, all duties and responsibilities of the First Lien Agent under the First Lien Credit Agreement, the Second Lien Agent under the Second Lien Credit Agreement, and the Senior Notes Indenture Trustee under the Senior Notes Indenture, as applicable, shall be discharged unless otherwise specifically set forth in or provided for under the Plan, the Plan Supplement, or the Exit Facility Documents.

If the record holder of the Senior Notes is DTC or its nominee or another securities depository or custodian thereof, and such Senior Notes are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each such holder of the Senior Notes shall be deemed to have surrendered such holder's note, debenture or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

I. *Corporate Action*

From and after the Initial Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved by the Court in all respects, including, as applicable: (1) the issuance of the New Common Stock; (2) selection of the directors and officers for Reorganized Parent and the other Reorganized Debtors; (3) adoption of the Management Incentive Plan by the New Board of the Reorganized Parent; (4) implementation of the Restructuring Transactions; (5) the execution and delivery of the Exit Facility Documents; (6) entry into the Backstop Commitment Agreement; (7) conducting the Rights Offering, and (8) all other actions contemplated by the Plan (whether to occur before, on, or after the Initial Effective Date or the Final Effective Date). From and after the Initial Effective Date, all matters provided for in the Plan involving the corporate structure of Reorganized Parent and the other Reorganized Debtors, and any corporate action required by the Debtors, Reorganized Parent, or the other Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors, Reorganized Parent or the other Reorganized Debtors. The appropriate officers of the Debtors, Reorganized Parent, or the other Reorganized Debtors shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of Reorganized Parent and the other Reorganized Debtors, including the Exit Facility Documents, and any and all other agreements, documents, securities, and instruments

relating to the foregoing, to the extent not previously authorized by the Court. The authorizations and approvals contemplated by this Article IV.I shall be effective notwithstanding any requirements under non-bankruptcy law.

J. *New Organizational Documents*

To the extent required under the Plan or applicable nonbankruptcy law, Reorganized Parent and the other Reorganized Debtors will file their respective New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation in accordance with the corporate laws of the respective states, provinces, or countries of incorporation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents of the Reorganized Debtors will prohibit the issuance of non-voting equity securities. After the Final Effective Date, Reorganized Parent and the other Reorganized Debtors, as applicable, may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the laws of their respective states, provinces, or countries of incorporation and their respective New Organizational Documents.

K. *Directors and Officers of the Reorganized Debtors*

As of the Final Effective Date, the term of the current members of the board of directors of the Debtors shall expire, and the initial boards of directors, including the New Boards, as well as the officers of each of the Reorganized Debtors, shall be appointed in accordance with the New Organizational Documents and other constituent documents of each Reorganized Debtor. The initial New Board of the Reorganized Parent shall have five directors, consisting of: (1) the Chief Executive Officer of Reorganized Parent; and (2) four directors selected by the Second Lien Steering Committee. Successors will be elected in accordance with the New Organizational Documents of Reorganized Parent.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will, to the extent practicable, disclose in advance of the Confirmation Hearing the identity and affiliations of any Person proposed to serve on the initial New Boards, as well as those Persons that will serve as an officer of Reorganized Parent or any of the Reorganized Debtors. To the extent any such director or officer is an "insider" under the Bankruptcy Code, the nature of any compensation to be paid to such director or officer will also be disclosed. Each such director and officer shall serve from and after the Final Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of Reorganized Parent and the Reorganized Debtors.

L. *Effectuating Documents; Further Transactions*

On and after the Final Effective Date, Reorganized Parent, the Reorganized Debtors, and the officers and members of the New Boards thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan, including the New Common Stock, in the name of and on behalf of Reorganized Parent or the Reorganized Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan.

M. *Exemption from Certain Taxes and Fees*

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or similar tax, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

N. *Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article IV.B, Article IV.O, and Article VIII hereof, the Reorganized Debtors (or the Settlement Trust, as applicable) shall retain

and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Initial Effective Date or the Final Effective Date. The Reorganized Debtors (or the Settlement Trust, as applicable) may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Causes of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Court order, the Debtors or Reorganized Debtors, as applicable, 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 the Confirmation or Consummation.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity (including, for the avoidance of doubt, any claim which remains if a Plan release is not approved by the Confirmation Order), shall vest in the Reorganized Debtors. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court.

O. *Release of Avoidance Actions; Validity of Liens*

On the Initial Effective Date, the Debtors, on behalf of themselves and their estates, shall release any and all Avoidance Actions, except for the Settlement Trust Causes of Action, and the Debtors and the Reorganized Debtors, and any of their successors or assigns and any Entity acting on behalf of the Debtors or the Reorganized Debtors shall be deemed to have waived the right to pursue any and all such released Avoidance Actions.

P. *Director and Officer Liability Insurance*

To the extent that the D&O Liability Insurance Policies are considered to be Executory Contracts, effective as of the Initial Effective Date, the Reorganized Debtors shall be deemed to have assumed all unexpired D&O Liability Insurance Policies with respect to the Debtors' directors, managers, officers, and employees serving on or prior to the Petition Date pursuant to section 365(a) of the Bankruptcy Code, except to the extent any such policies require payment of any premiums, deductibles or any other amounts by the Reorganized Debtors. Entry of the Confirmation Order will constitute the Court's approval of the Reorganized Debtors' assumption of each of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan as to which no Proof of Claim need be filed.

Before the Petition Date, the Debtors obtained reasonably sufficient tail coverage (i.e., director, manager, and officer insurance coverage that extends beyond the end of the policy period) under a D&O Liability Insurance Policy for the current and former directors, officers, and managers. After the Final Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including such tail coverage liability insurance) in effect, but in no event shall be responsible for paying any premiums, self-insured retentions, deductibles or other amounts that may be due or otherwise become due under such policy (including as a result of any such claim against the policy) and the liability of the Debtors under the operation of the D&O Liability Insurance Policy (including such tail coverage liability insurance), and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Initial Effective Date of the Plan shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether

such members, managers, directors, and/or officers remain in such positions after the Initial Effective Date of the Plan.

Q. *Management Incentive Plan; Performance Award Program*

The Plan Supplement will include the terms of a Management Incentive Plan, to be negotiated by the Debtors and the Second Lien Steering Committee. If the Management Incentive Plan is an equity-based award plan, up to 10 percent of the New Common Stock (on a fully diluted basis) shall be reserved for awards to management of the Reorganized Debtors and the New Board of the Reorganized Parent. The form and timing of additional Management Incentive Plan grants, if any, will be determined by the compensation committee of the New Board of the Reorganized Parent.

Confirmation of the Plan shall authorize the Debtors to make all payments pursuant to the Performance Award Program for the first calendar quarter of 2017, and, on the Final Effective Date or such other date contemplated by the Performance Award Program, the Reorganized Debtors shall make all such payments. The performance metrics, targets, and award opportunities for the Performance Award Program for the first calendar quarter of 2017 are set forth in the Disclosure Statement. The Plan constitutes a motion to approve the first calendar quarter of 2017 Performance Award Program. Any earned and unpaid Performance Award Program award shall be deemed due and payable in accordance with the Performance Award Program, and all such amounts shall constitute Allowed Administrative Claims without the need for any participant to File and serve a request for payment of such Administrative Claim pursuant to Article II of the Plan.

R. *Employee and Retiree Benefits*

Unless otherwise set forth in the Schedule of Rejected Executory Contracts and Unexpired Leases included in the Plan Supplement, which schedule is subject to the reasonable consent of the Second Lien Steering Committee, in consultation with the First Lien Agent, all employment, severance, retirement, indemnification, and other similar employee-related agreements or arrangements in place as of the Final Effective Date with the Debtors' and the Non-Debtor Subsidiaries', including retirement income plans and welfare benefit plans, or discretionary bonus plans or variable incentive plans regarding payment of a percentage of annual salary based on performance goals and financial targets for certain employees, shall be assumed by the Reorganized Debtors and shall remain in place after the Final Effective Date, as may be amended, pursuant to the applicable terms of the relevant such agreements, arrangements, programs, or plans, by agreement between the beneficiaries of such agreements, plans, or arrangements, on the one hand, and the Debtors, on the other hand, or, after the Final Effective Date, by agreement with the Reorganized Debtors, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans; *provided* that the foregoing shall not apply to any equity-based compensation, agreement, or arrangement existing as of the Final Effective Date. Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Final Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

S. *Preservation of Hydrocarbon Interests*

Notwithstanding any other provision in the Plan, on and after the Final Effective Date, 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 no Hydrocarbon Interests shall be compromised or discharged by the Plan.

T. *Claims Administration Responsibilities*

Except as otherwise specifically provided in the Plan, after the Initial Effective Date, the Reorganized Debtors (and, solely with respect to General Unsecured Claims, the Settlement Trust), or any party administering the Claims shall have the sole authority, but is not required, to: (1) File, withdraw or litigate to judgment objections to Claims or Interests; (2) settle or compromise any Disputed Claim without any further notice to or action, order or

approval by the Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval by the Court.

U. *No Substantive Consolidation*

The Plan shall serve as a motion by the Debtors seeking entry of an order substantively consolidating each of the Estates of the Debtors into a single consolidated Estate solely for the limited purposes of voting, Confirmation, and distribution. 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. Notwithstanding anything in this Article IV.U of the Plan, all distributions under the Plan shall be made in accordance with Article VI of the Plan.

If the Debtors' estates are substantively consolidated in accordance with this Article IV.U, then, on and after the Final Effective Date, all assets and liabilities (including Allowed Claims) of the Debtors shall be treated as though they were merged into one Estate solely for purposes of voting, Confirmation, and distribution. The limited substantive consolidation described herein shall not affect the legal and organizational structure of the Debtors, the Reorganized Debtors, or their separate corporate existences or any prepetition or postpetition guarantees, 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. **Moreover, any alleged defaults under any applicable agreement with the Debtors, the Reorganized Debtors, or their respective Affiliates arising from substantive consolidation under the Plan shall be deemed cured as of the Final Effective Date.**

If the Debtors' Estates are not substantively consolidated in accordance with this Section, then (1) the Plan shall be deemed to constitute a separate sub-plan for each of the Debtors and each Class of Claims against or Interests in the Debtors shall be deemed to constitute separate sub-Classes of Claims against and Interests in each of the Debtors, as applicable, (2) the confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied separately with respect to each sub-plan, (3) any Claim against any of the Debtors shall be treated as a Claim only against the applicable Debtor, as applicable, for purposes of voting and Confirmation, (4) such Claims shall be administered as provided in the Plan, and (5) the Debtors shall not, nor shall they be required to, re-solicit votes with respect to the Plan, nor will the failure of the Court to approve limited substantive consolidation of the Debtors alter the distributions set forth in the Plan.

Notwithstanding the substantive consolidation provided for herein, nothing shall affect the obligation of each and every Debtor to pay the quarterly fees to the U.S. Trustee until such time as a particular Chapter 11 Case is closed, dismissed, or converted.

V. *Transfer of Assets and Causes of Action to Settlement Trust*

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Settlement Trust is intended to be treated as a "liquidation trust" for U.S. federal income tax purposes pursuant to Treasury Regulation section 301-7701-4(d), and that the trustee(s) of the Settlement Trust will take position on the Settlement Trust's tax return accordingly. For U.S. federal income tax purposes, the transfer of assets to the Settlement Trust will be deemed to occur as (a) a first-step transfer of the Settlement Trust Assets to the holders of Class 5 Claims and (b) a second-step transfer by such Holders to the Settlement Trust. As a result, the transfer of the Settlement Trust Assets to the Settlement Trust should be a taxable transaction, and the Debtors should recognize gain or loss equal to the difference between the tax basis and fair value of such assets. As soon as possible after the transfer of the Settlement Trust Assets to the Settlement Trust, the trustee(s) of the Settlement Trust shall make a good faith valuation of the Settlement Trust Assets. This valuation will be made available from time to time, as relevant for tax reporting purposes. Each of the Debtors, the trustee(s) of the Settlement Trust, and the holders of Claims receiving interests in the Settlement Trust shall take consistent positions with respect to the valuation of the Settlement Trust Assets, and such valuations shall be utilized for all U.S. federal income tax purposes. The Settlement Trust shall in no event be dissolved later than three (3) years from the creation of such Settlement Trust 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 trustee(s) of the Settlement Trust 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 Settlement Trust Assets.

With respect to amounts, if any, in a reserve for disputed claims (a "Disputed Claims Reserve"), the Debtors expect that such account will be treated as a "disputed ownership fund" governed by Treasury Regulation Section 1.468B-9, that any appropriate elections with respect thereto shall be made, and that such treatment will also be applied to the extent possible for state and local tax purposes. Under such treatment, a separate federal income tax return shall be filed with the IRS for the Disputed Claims Reserve and will be subject to tax annually on a separate entity basis. Any taxes (including with respect to interest, if any, earned in the account, or any recovery on the portion of assets allocable to such account in excess of the Disputed Claims Reserve's basis in such assets) imposed on such account shall be paid out of the assets of the respective account (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes).

W. *Committee and Settlement Trust Consultation*

Notwithstanding anything to the contrary in the Plan, the Debtors will consult (before the Initial Effective Date) with the Committee and (on and after the Initial Effective Date and until the Final Effective Date) with the Settlement Trust regarding the Plan, the Plan Supplement, the Restructuring Transactions, and the Debtors' progress toward implementation of the Restructuring Transactions and occurrence of the Final Effective Date, including with respect to the transfer of all of the Settlement Trust Assets to the Settlement Trust.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption and Rejection of Executory Contracts and Unexpired Leases*

On the Final Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases will be deemed assumed and assigned to the Reorganized Debtors in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than: (1) those that are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (2) those that have been previously rejected by a Final Order; (3) those that are the subject of a motion or notice to reject Executory Contracts or Unexpired Leases that is filed by the Debtors and pending on the Final Effective Date and as may be requested by and subject to the consent of the Debtors and the Second Lien Steering Committee (not to be unreasonably withheld), in consultation with the First Lien Agent; or (4) those that are subject to a motion to reject an Executory Contract or Unexpired Lease filed by the Debtors and pursuant to which the requested effective date of such rejection is after the Final Effective Date.

Entry of the Confirmation Order shall constitute a Court order approving the assumptions, assumptions and assignments, or rejections of such Executory Contracts or Unexpired Leases as set forth in the Plan or the Schedule of Rejected Executory Contracts and Unexpired Leases, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Final Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Court order but not assigned to a third party before the Initial Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Court authorizing and providing for its assumption under applicable federal law. Any motions to assume Executory Contracts or Unexpired Leases pending on the Final Effective Date shall be subject to approval by a Final Order of the Court on or after the Final Effective Date.

B. *Claims Based on Rejection of Executory Contracts or Unexpired Leases*

Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Court within thirty (30) days after the date of entry of an order of the Court (including the Confirmation Order) approving such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time will be automatically Disallowed, forever**

barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Reorganized Debtors, the Settlement Trust, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable, or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B.5 of the Plan, as applicable.

C. *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases*

Any monetary defaults under an Executory Contract or Unexpired Lease, as reflected on the Cure Notice shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Final Effective Date or as soon as reasonably practicable thereafter, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption.

At least 14 days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices of proposed assumption and proposed amounts of Cure Claims to the applicable third parties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served and actually received by the Debtors at least seven (7) days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption or cure amount. Notwithstanding anything herein to the contrary, in the event that any Executory Contract or Unexpired Lease is removed from the Schedule of Rejected Executory Contracts and Unexpired Leases after such 14-day deadline, a Cure Notice of proposed assumption and proposed amounts of Cure Claims with respect to such Executory Contract or Unexpired Lease will be sent promptly to the counterparty thereof and a noticed hearing set to consider whether such Executory Contract or Unexpired Lease can be assumed.

In any case, if the Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the Debtors or Reorganized Debtors, as applicable, subject to the reasonable consent of the First Lien Agent and the Second Lien Steering Committee, will have the right to add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases in which case such Executory Contract or Unexpired Lease will be deemed rejected as of the Final Effective Date; *provided* that Proofs of Claim with respect to Claims arising from such rejection of Executory Contracts or Unexpired Leases must be Filed with the Court within 30 days after the date such Executory Contracts or Unexpired Leases are added to the Schedule of Rejected Executory Contracts and Unexpired Leases.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors assume such Executory Contract or Unexpired Lease.

D. *Indemnification Obligations*

The Debtors and Reorganized Debtors shall assume the Indemnification Obligations for the current and former directors and the officers who served in such capacity at any time after or within the 12 months prior to the Petition Date, in their capacities as such, and such Indemnification Obligations shall not be modified, reduced, discharged, impaired, or otherwise affected in any way. Notwithstanding the foregoing, nothing shall impair the ability of Reorganized Debtors to modify indemnification obligations (whether in the bylaws, certificates or

incorporate or formation, limited liability company agreements, other organizational or formation documents, board resolutions, indemnification agreements, employment contracts, or otherwise) arising after the Final Effective Date; *provided* that none of the Reorganized Debtors shall amend and/or restate any New Organizational Documents before or after the Final Effective Date to terminate or adversely affect any of the Reorganized Debtors' Indemnification Obligations; *provided, further,* that neither the Debtors nor the Reorganized Debtors shall assume any of the Indemnification Obligations for any of the Debtors' directors or officers before the 2011 Acquisition or the holders of Preferred Interests nor for any Person that is subject to any of the Settlement Trust Causes of Action. For the avoidance of doubt, no Released Party is or shall be subject to the Settlement Trust Causes of Action.

E. *Insurance Contracts*

Without limiting Article IV.P, all of the Debtors' Insurance Contracts are treated as and deemed to be Executory Contracts under the Plan. On the Initial Effective Date, the Debtors shall be deemed to have assumed all Insurance Contracts.

F. *Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. *Reservation of Rights*

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, or, after the Final Effective Date, the Reorganized Debtors shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including electing to reject such Executory Contract.

H. *Nonoccurrence of Final Effective Date*

In the event that the Final Effective Date does not occur, the Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

I. *Contracts and Leases Entered into After the Final Effective Date*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business (unless and to the extent expressly provided otherwise in any such contract or lease). Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that have not been rejected as of the date of Confirmation will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. *Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in the Plan, on the Final Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Final Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each holder of an Allowed Claim (or such holder's affiliate) shall receive the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class; *provided* that distributions to holders of First Lien Secured Claims and Second Lien Secured Claims shall occur on the Final Effective Date; *provided further* that distributions of beneficial interests in the Settlement Trust to holders of Allowed General Unsecured Claims shall occur on the Initial Effective Date or as soon as reasonably practicable thereafter. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan, holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Final Effective Date.

B. *Delivery of Distributions and Undeliverable or Unclaimed Distributions*

1. Delivery of Distributions

a. Delivery of Distributions to First Lien Agent

Except as otherwise provided in the Plan, all distributions to holders of First Lien Secured Claims shall be governed by the First Lien Credit Agreement and shall be deemed completed when made to the First Lien Agent, which shall be deemed to be the holder of all First Lien Secured Claims for purposes of distributions to be made hereunder. The First Lien Agent shall hold or direct such distributions for the benefit of the holders of Allowed First Lien Secured Claims, as applicable in accordance with the applicable terms and conditions of the First Lien Credit Agreement. As soon as practicable in accordance with the requirements set forth in this Article VI, the First Lien Agent shall arrange to deliver such distributions to or on behalf of such holders of Allowed First Lien Secured Claims.

b. Delivery of Distributions to Second Lien Agent

Except as otherwise provided in the Plan or as reasonably requested by the Second Lien Agent, all distributions to holders of Second Lien Claims shall be governed by the Second Lien Credit Agreement and shall be deemed completed when made to the Second Lien Agent, which shall be deemed to be the holder of all Second Lien Claims for purposes of distributions to be made hereunder. The Second Lien Agent shall hold or direct such distributions for the benefit of the holders of Second Lien Claims, as applicable in accordance with the applicable terms and conditions of the Second Lien Credit Agreement. As soon as practicable in accordance with the requirements set forth in this Article VI, the Second Lien Agent shall arrange to deliver such distributions to or on behalf of such holders of Allowed Second Lien Claims. All reasonable and documented fees and expenses of the Second Lien Agent arising in connection with the Confirmation and Consummation of the Plan, including, without limitation, with respect to distributions made to holders of Second Lien Claims hereunder, which remain unpaid as of the Final Effective Date (or accrue thereafter) shall be paid by the Reorganized Debtors in the ordinary course of business following the Final Effective Date.

c. Delivery of Distributions to Senior Notes Indenture Trustee

Except as otherwise provided in the Plan or reasonably requested by the Senior Notes Indenture Trustee, all distributions to holders of Senior Notes Claims shall be deemed completed when made to the Senior Notes Indenture Trustee, which shall be deemed to be the holder of all Senior Notes Claims for purposes of distributions to be made

hereunder. The Senior Notes Indenture Trustee shall hold or direct such distributions for the benefit of the holders of Allowed Senior Notes Claims, as applicable. As soon as practicable in accordance with the requirements set forth in this Article VI, the Senior Notes Indenture Trustee shall arrange to deliver such distributions to or on behalf of such holders of Allowed Senior Notes Claims.

d. Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims (other than holders of First Lien Secured Claims and Second Lien Claims) or Interests shall be made to holders of record as of the Distribution Record Date by the Reorganized Debtors or the Settlement Trust (solely with respect to General Unsecured Claims), as applicable: (1) to the signatory set forth on any of the Proofs of Claim Filed by such holder or other representative identified therein (or at the last known addresses of such holder if no Proof of Claim is Filed or if the Debtors have been notified in writing of a change of address); (2) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors after the date of any related Proof of Claim; (3) at the addresses reflected in the Schedules if no Proof of Claim has been Filed and the Reorganized Debtors have not received a written notice of a change of address; or (4) on any counsel that has appeared in the Chapter 11 Cases on the holder's behalf. Subject to this Article VI, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Settlement Trust shall not incur any liability whatsoever on account of any distributions under the Plan except for gross negligence or willful misconduct.

2. Minimum Distributions

No fractional shares of New Common Stock shall be distributed, and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the actual distribution of shares of New Common Stock shall be rounded as follows: (a) fractions of one-half or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Common Stock to be distributed pursuant to the Plan shall be adjusted as necessary to account for the foregoing rounding in consideration of the maximum percentage of New Common Stock allocated to any particular constituency.

No holder of an Allowed Claim entitled to a distribution of $50 or less shall be entitled to receive a distribution until the earlier of (a) as soon as reasonably practicable after the aggregate distributions owed to such holder on account of Allowed Claims held by such holder exceed $50 and (b) the final distribution to holders of Allowed Claims.

3. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Reorganized Debtors or the Settlement Trust, as applicable, have determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Final Effective Date. After such date, all unclaimed property or interests in property shall be redistributed Pro Rata (it being understood that, for purposes of this Article VI.B.3, "Pro Rata" shall be determined as if the Claim underlying such unclaimed distribution had been Disallowed) without need for a further order by the Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such property or Interest in property shall be discharged and forever barred.

C. *Securities Registration Exemption*

Pursuant to section 1145 of the Bankruptcy Code and/or applicable or applicable securities laws exemptions including without limitation section 4(a)(2) of the Securities Act and/or Regulation D promulgated

thereunder, the offering, issuance, and distribution of the New Common Stock issued to holders of Allowed Second Lien Claims, the Rights Offering Units, and the shares of New Common Stock issued to the Backstop Parties as the Backstop Fee shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable state or federal law requiring registration and/or prospectus delivery or qualification prior to the offering, issuance, distribution, or sale of Securities. In addition, under section 1145 of the Bankruptcy Code, such securities will be freely tradable in the United States by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities and subject to any restrictions in the Reorganized Debtors' New Organizational Documents.

Should the Reorganized Debtors elect on or after the Final Effective Date to reflect any ownership of the New Common Stock through the facilities of the DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Common Stock or under applicable securities laws.

The DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Common Stock is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

Notwithstanding anything to the contrary in the Plan, no entity (including, for the avoidance of doubt, the DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

Without limiting the effect of section 1145 of the Bankruptcy Code, all documents, agreements, and instruments entered into and delivered on or as of the Initial Effective Date or the Final Effective Date contemplated by or in furtherance of this Plan (including the Stockholders Agreement) shall become effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by such applicable agreement).

D. *Compliance with Tax Requirements*

In connection with the Plan, to the extent applicable, Reorganized Parent, the Reorganized Debtors, and the Settlement Trust shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors or the Settlement Trust, as applicable, shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors or the Settlement Trust, as applicable, reserve the right to allocate all distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

E. *Allocations*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest as Allowed herein.

F. *No Postpetition Interest on Claims*

Unless otherwise specifically provided for in an order of the Court, the Plan, the Confirmation Order, or documents executed as required by this Plan, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims or Interests and no holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any such Claim.

G. *Setoffs and Recoupment*

The Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable, may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors, the Reorganized Debtors, or the Settlement Trust may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Reorganized Debtors, or the Settlement Trust of any such Claim it may have against the holder of such Claim.

H. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors (or solely with respect to General Unsecured Claims, the Settlement Trust), as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Reorganized Debtor, or the Settlement Trust; *provided* that the Debtors shall provide 21 days' notice to the holder prior to any disallowance of such Claim during which period the holder may object to such disallowance, and if the parties cannot reach an agreed resolution, the matter shall be decided by the Court. Subject to the last sentence of this paragraph, to the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Reorganized Debtor, or the Settlement Trust on account of such Claim, such holder shall, within fourteen days of receipt thereof, repay or return the distribution to the Reorganized Debtors or Settlement Trust to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the total amount of such Claim. The failure of such holder to timely repay or return such distribution shall result in the holder owing the Reorganized Debtors or the Settlement Trust annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen-day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Contract until the holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract; *except* that the foregoing sentence shall not apply to any Indemnification Obligations. To the extent that one or more of the Debtors' Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction or otherwise settled by the Insurer), then immediately upon such Insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Court; *provided* that the Debtors shall provide 21 days' notice to the holder of such Claim prior to any disallowance of such Claim during which period the holder may object to such disallowance, and if the parties cannot reach an agreed resolution, the matter shall be decided by the Court.

3. Applicability of Insurance Contracts

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Contract. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers under any Insurance Contract, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

I. *Distributions on Account of Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions on account thereof take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors or Reorganized Debtors reserve the right to re-classify any Allowed Claim in accordance with any contractual, legal, or equitable subordination relating thereto. Notwithstanding the foregoing, the Plan shall be without prejudice to the contractual, legal, or equitable subordination rights (if any) in favor of any holder of any Allowed Claim, and any holder of any Allowed Claim (if any) subject to any such contractual, legal, or equitable subordination shall remit any distribution on account of such Claim to which such holder's Claim is subordinated in accordance with and to the extent required under any applicable contractual, legal, or equitable subordination obligation.

J. *Return or Turnover of Unauthorized Distributions*

Through and including the Final Effective Date, any Entity that receives any property from the Debtors other than as contemplated and authorized by the Plan will promptly, upon notice of such unauthorized distribution or transfer, (1) return such property to the Debtors or (2) transfer such property to the proper recipient thereof pursuant to the Plan, as directed by the Debtors.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. *Allowance of Claims*

After the Initial Effective Date, each of the Debtors, the Reorganized Debtors, and the Settlement Trust (solely with respect to General Unsecured Claims) shall have and retain any and all rights and defenses any Debtor had with respect to any Claim immediately before the Initial Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Initial Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim.

B. *Claims and Interests Administration Responsibilities*

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Initial Effective Date, the Debtors and the Reorganized Debtors (with respect to all Claims that are not General Unsecured Claims) or the Settlement Trust (solely with respect to General Unsecured Claims), by order of the Court, shall have the sole authority: (1) to File, withdraw, or litigate to judgment objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Court.

C. *Estimation of Claims*

Before or after the Initial Effective Date, the Debtors, the Reorganized Debtors, or the Settlement Trust (solely with respect to General Unsecured Claims) may (but are not required to) at any time request that the Court estimate any Disputed Claim or Disputed Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Court has ruled on any such objection, and the Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero

dollars, unless otherwise ordered by the Court. In the event that the Court estimates any Disputed, contingent, or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has Filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Court.

D. *Adjustment to Claims Without Objection*

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtors, the Reorganized Debtors, or the Settlement Trust without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Court.

E. *Time to File Objections to Claims*

Any objections to Claims shall be Filed on or before the Claims Objection Deadline.

F. *Disallowance of Claims*

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer 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 holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable. All Proofs of Claim Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Initial Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Court.

Except as provided herein or otherwise agreed, any and all Proofs of Claim filed after the Claims Bar Date shall be deemed Disallowed and expunged as of the Initial Effective Date without any further notice to or action, order, or approval of the Court, and holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Filed Claim has been deemed timely Filed by a Final Order.

G. *Amendments to Claims*

On or after the Initial Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be Filed or amended without the prior authorization of the Court and the Reorganized Debtors (solely with respect to General Unsecured Claims, the Settlement Trust) and any such new or amended Claim Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Court.

H. *No Distributions Pending Allowance*

If an objection to a Claim or portion thereof is Filed as set forth in Article VII, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

I. *Distributions After Allowance*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors or the Settlement Trust, as applicable, shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under the Plan as of the Initial Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Claim, without any interest, dividends, or accruals to be paid on account of such Claim unless required under applicable bankruptcy law or as otherwise provided in Article III.B.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. *Compromise and Settlement of Claims, Interests, and Controversies*

Except as otherwise adjudicated by the Court with respect to any Claims, Interests, or controversies in connection with Confirmation, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Court, after the Initial Effective Date, the Reorganized Debtors or the Settlement Trust (solely with respect to General Unsecured Claims) may compromise and settle Claims against, and Interests in, the Debtors and their Estates and any Cause of Action other than any Cause of Action released pursuant to the Plan against other Entities. Without limiting the foregoing, the Plan shall constitute a good-faith compromise and settlement of (a) all Claims, Causes of Action, and controversies asserted or otherwise raised by the Committee against any of the Released Parties, and (b) any and all Claims, Causes of Action, and controversies related to the valuation of and allocation of value among the encumbered assets and unencumbered assets held by the Debtors, including, in each case for the avoidance of doubt, in connection with the Standing Motion or the Committee Plan. On the Initial Effective Date, the Standing Motion shall be withdrawn with prejudice.

B. *Discharge of Claims and Termination of Interests*

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of (a) the Initial Effective Date, with respect to General Unsecured Claims, or (b) otherwise, the Final Effective Date, of Claims (including any intercompany claims resolved or compromised after the Initial Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Final Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Initial Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the Filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Final

Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Initial Effective Date or the Final Effective Date (as applicable) occurring.

C. *Term of Injunctions or Stays*

Unless otherwise provided herein or in a Final Order, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 362 of the Bankruptcy Code or otherwise and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Final Effective Date and the date set forth in the order providing for such injunction or stay.

D. ***Release of Liens***

Except as otherwise specifically provided in the Plan, the Exit Facility Documents (including in connection with any mortgage, deed of trust, Lien, pledge, or other security interest that shall be continued, amended, or extended with respect to the Reorganized Debtors' assets, as set forth under the Exit Facility Documents), or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Final Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Final Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Court and without any action or Filing being required to be made by the Debtors. In addition, subject to the occurrence of the Final Effective Date, and except for those mortgages, deeds of trust, Liens, pledges, and other security interests in the assets retained by the Reorganized Debtors being maintained under the Exit Facility Documents, the First Lien Agent and the Second Lien Agent shall execute and deliver all documents reasonably requested by the Debtors, Reorganized Debtors, or administrative agent(s) for the Exit Facility to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Reorganized Debtors to file UCC-3 termination statements (to the extent applicable) with respect thereto. For the avoidance of doubt, all expenses incurred by the First Lien Agent or the Second Lien Agent in connection with the foregoing shall be paid or reimbursed by the Reorganized Debtors.

E. ***Debtor Release***

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, on and after the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date), the Released Parties are deemed expressly, unconditionally, generally, and individually and collectively, acquitted, released and discharged by the Debtors, the Reorganized Debtors, and the Estates, each on behalf of itself and its predecessors, successors and assigns, subsidiaries, affiliates, current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such releasing party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of, or any other transaction relating to any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second

Lien Agent, the Second Lien Lenders, each of the Sponsors, or the Backstop Parties, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Terms, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; *provided* that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

F. ***Third Party Release***

Except as otherwise provided in the Plan, as of the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the Debtors, Reorganized Debtors, and Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, or any other transaction relating to any security of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, each of the Sponsors, or the Backstop Parties, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Terms, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support

Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Exit Facility, the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; *provided* that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding any language herein to the contrary, nothing herein is intended or shall release any obligations arising under or that become due under the Exit Facility Documents.

G. ***Exculpation***

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Exculpated Claim; *provided* that the foregoing "Exculpation" shall have no effect on the liability of any entity that results from any such act or omission that is determined by a Final Order to have constituted gross negligence or willful misconduct. The Exculpated Parties have participated in any and all activities potentially underlying any Exculpated Claim in good faith and in compliance with the applicable laws.

H. ***Injunction***

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released pursuant to 0 or Article VIII.F of the Plan, discharged pursuant to Article VIII.B of the Plan, or are subject to exculpation pursuant to Article VIII.G of the Plan, are permanently enjoined, from and after the Initial Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Non-Debtor Subsidiaries, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan. In addition, and without limiting the foregoing, from and after the Initial Effective Date, holders of General Unsecured Claims shall be permanently enjoined from taking any of the foregoing actions against the Debtors, the Non-Debtor Subsidiaries, and the Reorganized Debtors on account of such General Unsecured Claims.

I. *Protection Against Discriminatory Treatment*

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

J. *Recoupment*

In no event shall any holder of Claims or Interests be entitled to recoup any Claim against any claim, right, or Cause of Action of the Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable, unless such holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. *Conditions Precedent to the Confirmation Date*

It shall be a condition to Confirmation of the Plan that the following conditions shall have been satisfied (or waived pursuant to the provisions of Article IX.C hereof):

1. The Confirmation Order shall have been approved by the Court in form and substance reasonably acceptable to the Debtors, the First Lien Agent, the Required Consenting Lenders, the Second Lien Steering Committee, the Sponsors, and the Committee;

2. The Confirmation Order shall, among other things:

   a. authorize the Debtors and the Reorganized Debtors to take all actions necessary or appropriate to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan;

   b. approve the releases granted by the Plan, including as set forth in Article VIII; *provided* that if the Confirmation Order does not approve any of such releases, the applicable Claims and Causes of Action that otherwise would be released by such release that is not approved shall vest in the Reorganized Debtors;

   c. decree that the provisions of the Confirmation Order and the Plan are nonseverable and mutually dependent;

   d. authorize the Reorganized Debtors to: (i) issue the New Common Stock pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code; and (ii) enter into any agreements contained in the Plan Supplement (including, without limitation, the Exit Facility Documents and the Backstop Commitment Agreement);

   e. decree that the Confirmation Order shall supersede any Court orders issued prior to the Confirmation Date that may be inconsistent with the Confirmation Order;

f. authorize the implementation of the Plan in accordance with its terms; and

g. provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any stamp tax or similar tax.

3. The Court shall have found that adequate information and sufficient notice of the Disclosure Statement, the Plan, and the Confirmation Hearing, along with all deadlines for voting on or objecting to the Plan have been given to all relevant parties in accordance with the solicitation procedures governing such service and in substantial compliance with Bankruptcy Rules 2002(b), 3017, 3020(b), and 9019; and

4. The Plan and the Plan Supplement, including any exhibits, schedules, amendments, modifications, or supplements thereto, each in form and substance (except where otherwise provided) reasonably acceptable to the Debtors, the First Lien Agent, the Second Lien Steering Committee, and, solely with respect to the Plan and the Settlement Trust Agreement, the Committee, and, solely with respect to the Plan, the Sponsors shall have been Filed subject to the terms hereof.

B. *Conditions Precedent to the Initial Effective Date*

It shall be a condition to the Initial Effective Date of the Plan that the following conditions shall have been satisfied (or waived pursuant to the provisions of Article IX.D hereof):

1. The Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;

2. The Settlement Trust Unencumbered Cash, the Contingent Value Right, the Sponsor Management Fee Claims (to the extent so elected by the Committee) and the Settlement Trust Causes of Action shall have been transferred to the Settlement Trust; and

3. The Professional Fee Escrow shall have been established and funded in Cash in accordance with Article II.B.

C. *Conditions Precedent to the Final Effective Date*

It shall be a condition to the Final Effective Date and Consummation of the Plan that the following conditions shall have been satisfied (or waived pursuant to the provisions of Article IX.D hereof):

1. The Initial Effective Date shall have occurred;

2. The Plan shall be consistent in all material respects with the Plan Support Agreement and otherwise reasonably acceptable to the Consenting Lenders;

3. The Exit Facility Documents in form and substance consistent in all material respects with the Exit Facility Terms and acceptable to the Debtors, the First Lien Agent, and the Second Lien Agent (in consultation with the Second Lien Steering Committee) shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the Exit Facility shall have been waived or satisfied in accordance with the terms thereof, and the closing of the Exit Facility shall have occurred;

4. The New Organizational Documents, in form and substance acceptable to the Debtors and the Second Lien Steering Committee, in consultation with the First Lien Agent, shall, if applicable, have been duly filed with the applicable authorities in the relevant jurisdictions;

5. The Plan and the Plan Supplement, including any exhibits, schedules, amendments, modifications, or supplements thereto, and inclusive of any amendments, modifications, or supplements made after the Confirmation Date but prior to the Final Effective Date in accordance with the Article X.A of the Plan, shall each be in form and substance acceptable to the Debtors, the First Lien Agent, and the Second Lien Steering Committee;

6. All governmental and material third party approvals and consents (including written consent from each of the First Lien Agent and the Second Lien Steering Committee that it is satisfied conditions precedent requiring its consent have been satisfied), including Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions;

7. All documents and agreements necessary to implement this Plan shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements (including, without limitation, the Exit Facility Documents);

8. All conditions precedent to the issuance of the New Common Stock, other than any conditions related to the occurrence of the Final Effective Date, shall have occurred;

9. The Backstop Commitment Agreement shall not have terminated and shall be in full force and effect; and

10. The balance of the Settlement Trust Assets not previously contributed to the Settlement Trust shall have been contributed to the Settlement Trust.

D. *Waiver of Conditions*

The conditions to Confirmation of the Plan and to the Initial Effective Date and the Final Effective Date of the Plan set forth in this Article IX may be waived only by consent of the Debtors, the First Lien Agent, and the Second Lien Steering Committee, without notice, leave, or order of the Court or any formal action other than proceedings to confirm or consummate the Plan. In addition, any conditions to Confirmation of the Plan and to the Initial Effective Date and the Final Effective Date of the Plan set forth in this Article IX that relate to the Settlement Trust and the contribution of the Settlement Trust Assets thereto shall also require the consent of the Committee.

E. *Substantial Consummation*

"Substantial consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Final Effective Date.

References to the effective date of the Debtors' plan contained in other documents, including pleadings Filed or orders entered in the Chapter 11 Cases, including, for the avoidance of doubt, in the Lessor Stipulations, shall be deemed to refer to the Final Effective Date.

F. *Effect of Non-Occurrence of Conditions to the Effective Dates*

If the Initial Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any holders of a Claim or Interest or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any holders, or any other Entity in any respect.

Notwithstanding the occurrence of the Final Effective Date, from and after the distribution of the beneficial interests in the Settlement Trust to holders of such Allowed General Unsecured Claims (except to the extent that a

holder of an Allowed General Unsecured Claim agrees to less favorable treatment), Allowed General Unsecured Claims shall be fully and finally satisfied, compromised, settled, released, and discharged. For the avoidance of doubt, the satisfaction, compromise, settlement, release, and discharge set forth in the immediately prior sentence shall not impair or prejudice the Debtors' obligations to transfer all of the Settlement Trust Assets to the Settlement Trust (or the Settlement Trust's right to enforce such obligation).

If the Final Effective Date does not occur, other than with respect to General Unsecured Claims and the releases set forth in Article VIII (to the extent provided by Article VIII), the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any holders of a Claim or Interest or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any holders, or any other Entity in any respect; *provided* that, notwithstanding anything to the contrary in the Plan or the Cash Collateral Order, and notwithstanding the nonoccurrence of the Final Effective Date, from and after the Initial Effective Date:

1. the Debtors' obligation to transfer all of the Settlement Trust Assets to the Settlement Trust shall be preserved and shall not be affected in any way, and such obligation shall be an Allowed Administrative Claim;

2. the Debtors' obligation to transfer all of the Settlement Trust Assets to the Settlement Trust shall have priority over any obligation of the Debtors to make any distribution on account of Second Lien Claims until all of the Settlement Trust Assets are transferred to the Settlement Trust;

3. the net proceeds (after payment of reasonable transaction costs, and, to the extent such proceeds are from the sale of encumbered assets, payment in full in Cash of the First Lien Secured Claims) distributed under any future plan or liquidation shall first be paid to the Settlement Trust up to the full amount of the Settlement Trust Cash Amount; and

4. no holder of any Second Lien Claim shall have any recourse on account of its Second Lien Claims against the Settlement Trust, the Settlement Trust Assets, and, to the extent necessary to fund the transfer of the Settlement Trust Assets to the Settlement Trust, other assets of the Debtors' Estates;

and each of the foregoing four (4) clauses and Article VI.J of the Plan shall be effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all holders of Second Lien Claims, and the Second Lien Agent.

G. *First Lien Secured Parties' Fees and Expenses*

On the Initial Effective Date, the Debtors shall pay in full in Cash, to the extent still outstanding and not previously paid, the reasonable and documented fees, expenses, and disbursements of the First Lien Secured Parties (including, but not limited to, contractual agency fees and the reasonable fees, disbursements, and other charges of counsel and third-party consultants, including financial consultants and auditors) (the "First Lien Fees and Expenses") incurred through the Initial Effective Date, and on the Final Effective Date the Reorganized Debtors shall pay in full in Cash, to the extent still outstanding and not previously paid, the First Lien Fees and Expenses incurred through the Final Effective Date, including as it may relate to the preparation and documentation of the Exit Facility.

H. *Second Lien Secured Parties' Fees and Expenses*

On the Initial Effective Date, the Debtors shall pay in full in Cash, to the extent still outstanding and not previously paid, the reasonable and documented fees, expenses, and disbursements of the Second Lien Secured Parties (including, but not limited to, contractual agency fees and the reasonable fees, disbursements, and other charges of counsel and third-party consultants, including financial consultants and auditors) (the "Second Lien Fees and Expenses") incurred through the Initial Effective Date, and on the Final Effective Date the Reorganized Debtors shall pay in full in Cash, to the extent still outstanding and not previously paid, the Second Lien Fees and Expenses

incurred through the Final Effective Date, which payment shall be deemed to satisfy in full the Second Lien Adequate Protection Claim.

I. *Senior Notes Indenture Trustee's Fees and Expenses*

On the Final Effective Date or as soon as reasonably practicable after at least 14 days' notice and opportunity to review and object, the Debtors shall pay in full in Cash, to the extent still outstanding and not previously paid, the reasonable and documented fees, expenses, and disbursements of the Senior Notes Indenture Trustee (including, but not limited to, contractual agency fees and the reasonable fees, disbursements, and other charges of counsel and third-party consultants, including financial consultants and auditors) (the "Senior Notes Fees and Expenses") incurred through the Final Effective Date up to an aggregate amount of $1.5 million. In no event will the Debtors or Reorganized Debtors pay any Senior Notes Fees and Expenses in an aggregate amount of more than $1.5 million.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. *Modification and Amendments*

Subject to the limitations contained herein, the Debtors reserve the right to modify the Plan (*provided* that such modifications are in form and substance acceptable to the First Lien Agent and the Second Lien Steering Committee, and, to the extent such modification may impact recoveries to holders of General Unsecured Claims, the Committee and the Settlement Trust, as applicable, and to the extent such modification modifies the definition of "Released Parties" or Article VIII of the Plan, the Sponsors) and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan (*provided* that such alterations, amendments, or modifications are in form and substance acceptable to the the First Lien Agent and the Second Lien Steering Committee) with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. *Effect of Confirmation on Modifications*

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. *Revocation or Withdrawal of the Plan*

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date; *provided* that the Plan shall not be withdrawn prior to the Initial Effective Date without the consent of the Committee. If the Debtors revoke or withdraw the Plan, or if Confirmation and Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of the Debtors or any other Entity, including the holders of Claims or the Non-Debtor Subsidiaries; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity, including the Non-Debtor Subsidiaries.

D. *Transaction Modifications After the Initial Effective Date*

Notwithstanding anything in the Plan or the Confirmation Order to the contrary, from and after the Initial Effective Date, the Debtors or the Reorganized Debtors, as applicable, and the Second Lien Steering Committee may alter or modify any of the Restructuring Transactions not previously consummated, including by determining to sell additional assets (including all or substantially all assets) of the Debtors or the Reorganized Debtors, as applicable, or by paying the First Lien Secured Claims in full in Cash, subject to the consent of the Settlement Trust to the extent such alteration or modification may impact recoveries to holders of General Unsecured Claims. In the event any such asset sales are consummated, such sales, including the distribution of any proceeds thereof, shall be governed by the provisions of the Plan (including the Debtors' obligations to transfer all of the Settlement Trust Assets to the Settlement Trust) and applicable non-bankruptcy law.

E. *Modification, Amendment, Waiver, Revocation, or Withdrawal of Plan Governed by Global Settlement Stipulation*

To the extent any provision of the Plan relating to its modification, amendment, waiver, revocation, or withdrawal is inconsistent with Paragraph 6 of the *Stipulation and Agreement Regarding (I) Global Settlement of Matters Related to Chapter 11 Plan, (II) Chapter 11 Plan Support, and (III) Related Matters* [Docket No 1872] (the "Global Settlement Stipulation"), the Global Settlement Stipulation shall govern.

F. *No Avoidance of Transactions After the Initial Effective Date*

Notwithstanding anything in the Plan or the Confirmation Order to the contrary, from and after the Initial Effective Date, in consideration of, among other things, the releases provided in Article VIII.E and F of the Plan which are binding as of the Initial Effective Date, (1) the transfer of each of the Settlement Trust Unencumbered Cash, the Contingent Value Right, the Sponsor Management Fee Claims (if so elected by the Committee), and the Settlement Trust Causes of Action to the Settlement Trust, (2) the distribution of the beneficial interests in the Settlement Trust, and (3) any other Restructuring Transactions consummated in connection with the Initial Effective Date shall not be subject, in whole or in part, to avoidance, reversal, or unwinding under any theory of law or equity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of either the Initial Effective Date or the Final Effective Date, on and after the Initial Effective Date and the Final Effective Date, the Court shall retain jurisdiction over the Chapter 11 Cases and all matters, arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction to:

1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is a party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) the Reorganized Debtors amending, modifying, or supplementing, after the Confirmation Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Initial Effective Date or the Final Effective Date;

6. adjudicate, decide, or resolve any and all matters related to Causes of Action, to the extent permitted by applicable non-bankruptcy law;

7. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

9. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, discharges, releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.H.1 hereof;

14. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, the Settlement Trust (or administration thereof) or the Plan Supplement;

16. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein, including, without limitation, distributions under the Settlement Trust;

17. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Court order, including the Confirmation Order;

18. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

19. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

20. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Initial Effective Date or the Final Effective Date;

21. enforce all orders previously entered by the Court;

22. hear any other matter not inconsistent with the Bankruptcy Code;

23. enter an order concluding or closing the Chapter 11 Cases;

24. enforce all orders previously entered by the Court, resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of any contract, instrument, release, or other agreement or document that is entered into or delivered pursuant thereto or any Entity's rights arising from or obligations incurred in connection with the Plan or such documents; and

25. enforce the injunction, release, and exculpation provisions set forth in Article VIII hereof.

As of the Final Effective Date, notwithstanding anything in this Article XI to the contrary, the Exit Facility Documents shall be governed by the respective jurisdictional provisions therein.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect*

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Initial Effective Date or the Final Effective Date, as applicable, the terms of the Plan, the final versions of the documents contained in the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable, and any and all holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any holder of a Claim or debt has voted on the Plan.

B. *Additional Documents*

On or before the Final Effective Date, the Debtors may File with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors and all holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. *Dissolution of the Committee*

The Committee shall continue for all purposes until the occurrence of the Initial Effective Date. On the Initial Effective Date, the Committee shall dissolve; *provided* that following the Initial Effective Date, the Committee shall continue to have standing and a right to be heard with respect to Fee Claims and/or applications for Accrued Professional Compensation by the Committee's professionals; *provided further* that the Settlement Trust shall accede to the rights of the Committee with respect to the *Stipulation and Agreement Regarding (I) Global Settlement of Matters Related to Chapter 11 Plan, (II) Chapter 11 Plan Support, and (III) Related Matters* [Docket No. 1872].

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 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. After the Initial Effective Date, neither the Debtors nor the Reorganized Debtors (as applicable) nor the Settlement Trust shall be responsible for paying any fees or expenses incurred after the Initial Effective Date by the members of or advisors to the Committee, and neither the Debtors nor the Reorganized Debtors shall be responsible for paying any fees or expenses incurred by the trustee(s) of or advisors to the Settlement Trust (without limiting the Debtors' obligation to transfer the Settlement Trust Assets to the Settlement Trust).

D. *Certain Environmental Matters*

Nothing in the Confirmation Order or the Plan discharges, releases, precludes, or enjoins: (a) any liability to any Governmental Unit that is not a Claim; (b) any Claim of a Governmental Unit arising on or after the Initial Effective Date: (c) any police or regulatory liability to a Governmental Unit on the part of any entity as the owner or operator of property after the Initial Effective Date; or (d) any liability to a Governmental Unit on the part of any Person other than the Debtors or Reorganized Debtors. Nor shall anything in the Confirmation Order or the Plan enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence. Nothing in the Confirmation Order or the Plan authorizes transfer of any licenses, permits, registrations, or other governmental authorizations and approvals without compliance with all applicable legal requirements under non-bankruptcy law governing such transfers and Article V.F of the Plan shall not apply to any environmental permit, license, or governmental authorization.

E. *Reservation of Rights*

Prior to the Initial Effective Date, neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the holders of Claims or Interests.

F. *Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. *Service of Documents*

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or Reorganized Debtors shall be served on:

the Debtors:
Samson Resources Corporation
Two West Second Street
Tulsa, Oklahoma 74103
Attn.: Andrew Kidd

with copies to:

Kirkland & Ellis LLP
Kirkland & Ellis International LLP
601 Lexington Avenue
New York, New York 10022
Attn.: Joshua A. Sussberg, P.C.

Kirkland & Ellis LLP

	Kirkland & Ellis International LLP 300 North LaSalle Drive Chicago, Illinois 60654 Attn.: Ross M. Kwasteniet and Brad Weiland
the First Lien Agent:	Mayer Brown LLP 71 S. Wacker Drive Chicago, Illinois 60606 Attn.: Sean T. Scott - and - Mayer Brown LLP 700 Louisiana Street, Suite 3400 Houston, Texas 77002 Attn.: Charles S. Kelley
the Second Lien Agent:	Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, New York 10019 Attn.: Ana M. Alfonso, Weston Eguchi, and Daniel Forman
the Committee:	White & Case LLP Southeast Financial Center, Suite 4900 200 South Biscayne Boulevard Miami, Florida 33131 Attn: Thomas E Lauria - and - White & Case LLP 1155 Avenue of the Americas New York, New York 10036 Attn: J. Christopher Shore, Michele J. Meises, Thomas MacWright, and John J. Ramirez
the Sponsors:	Milbank Tweed Hadley & McCloy LLP 28 Liberty Street New York, New York 10005 Attn.: Dennis F. Dunne, Lauren C. Doyle, and Samuel A. Khalil
the Settlement Trust:	to such Person as designated in the Plan Supplement.

H. *Term of Injunctions or Stays*

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Initial Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. *Entire Agreement*

Except as otherwise indicated, the Plan, the Confirmation Order, the Plan Supplement, and the Exit Facility Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. *Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at www.GardenCityGroup.com/cases/SamsonRestructuring or the Court's website at www.deb.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Court, the non-exhibit or non-document portion of the Plan shall control.

K. *Nonseverability of Plan Provisions*

If, prior to Confirmation, any term or provision of the Plan is held by the Court to be invalid, void, or unenforceable, the Court shall be prohibited from altering or interpreting such term or provision to make it valid or enforceable, *provided* that at the request of the Debtors, in consultation with the First Lien Agent and subject to the reasonable consent of the Second Lien Agent (in consultation with the Second Lien Steering Committee), and, to the extent such request may affect recoveries to holders of General Unsecured Claims, the Committee or the Settlement Trust, as applicable, the Court 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 terms or provision shall then be applicable as altered or interpreted provided that any such alteration or interpretation shall be acceptable to the Debtors, in consultation with the First Lien Agent and subject to the reasonable consent of the Second Lien Agent (in consultation with the Second Lien Steering Committee) and, to the extent such alteration or interpretation may affect recoveries to holders of General Unsecured Claims, the Committee or the Settlement Trust, as applicable. 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: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

L. *Votes Solicited in Good Faith*

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. *Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Court to close the Chapter 11 Cases.

Respectfully submitted,

January 12, 2017

Samson Resources Corporation (for itself and all Debtors)

By: */s/ John Stuart*
Name: John Stuart
Title: Chief Restructuring Officer and
Interim Chief Financial Officer

Exhibit A

Exit Facility Terms

Indicative terms and conditions

Indicative terms and conditions (subject to continuing review, diligence and approval)	
Borrower:	Samson Investment Company (the "Borrower" or "Samson")
Guarantors:	Samson Resources Corporation ("Parent") and any and all existing and future direct or indirect wholly-owned material domestic subsidiaries of the Borrower (the "Guarantors" and with Samson, the "Loan Parties")
Admin Agent:	JPMorgan Chase Bank, N.A.
Facility(1):	Exit RBL Facility governed by a maximum note amount of $400mm
Maturity:	Two and a half years from closing

Borrowing base:	▪ Initial Borrowing Base of $280mm
	▪ Advance rates customary for transactions of this type and customary borrowing base provisions, including:
	  ▪ First redetermination to occur on October 1, 2017 and semi-annually thereafter (with 1 interim redetermination permitted between scheduled redeterminations for each of (x) Borrower and (y) after October 1, 2017, Administrative Agent or Required Lenders)
	  ▪ Asset sales and hedge unwinds exceeding 5% in aggregate of the borrowing base between redeterminations, as well as deficient title, will result in a borrowing base adjustment
	  ▪ Borrowing base deficiency to be cured in no more than four (4) equal monthly payments

Security:	▪ First priority perfected liens on at least 95% of the PV-9 of proved oil and gas reserves (including title on 95% of the PV-9) ▪ Pledge of substantially all personal property of the Borrower and each Guarantor (including deposit accounts and cash pursuant to DACAs) ▪ PV-9 to be determined using Administrative Agent's price deck ▪ Commodity and interest rate hedges with Lenders will be secured by the same collateral on a pari passu basis
Pricing grid:	**Borrowing base utilization** / **LIBOR margin (bps)** / **ABR margin (bps)** / **Commitment Fee (bps)** ≤ 25% / 300.0 / 200.0 / 50.0 > 25%, ≤ 50% / 325.0 / 225.0 / 50.0 > 50%, ≤ 75% / 350.0 / 250.0 / 50.0 > 75%, ≤ 90% / 375.0 / 275.0 / 50.0 > 90% / 450.0 / 350.0 / 50.0
Financial covenants:	▪ Minimum Current Ratio > 1.0x ▪ Maximum Total Leverage Ratio of 4.50x at 2Q 2017 through 4Q 2017, 4.25x at 1Q 2018 through 4Q 2018, and 4.00x at Q1 2019 and thereafter ▪ Equity cures shall not be permitted
Documentation:	Documentation to be prepared by counsel to the Administrative Agent
Use of proceeds:	To (i) fund (A) emergence from Chapter 11 and (B) deemed continuation of a portion of then outstanding borrowings under the pre-petition RBL facility and (ii) provide working capital and for other general corporate purposes of the Loan Parties
Required hedging:	▪ 80% of Proved, Developed Producing (PDP) production for two years
Reporting requirements:	Usual and customary for transactions of this type, including: ▪ Year-end reserve reports (commencing December 31, 2016), prepared by an approved third-party petroleum engineering firm ▪ Mid-year reserve reports prepared by Borrower ▪ Receipt of audited year-end financial statements accompanied by audit opinion (without "going concern" or other prohibited qualifications) ▪ Receipt of quarterly unaudited financial statements ▪ 5 years of quarterly detailed projections, reasonably acceptable to the Administrative Agent ▪ Receipt of quarterly compliance certificates

(1) Facility documentation to include, if applicable, term loan feature for non-approving lenders consistent with Samson's Plan of Reorganization filed 9/2/16.

Indicative terms and conditions (cont'd)

Indicative terms and conditions (subject to continuing review, diligence and approval)	
Voting Requirements[2]:	■ Increases to the Borrowing Base: 100% ■ Decreases or reaffirmations to the Borrowing Base: 66 2/3% (the "Required Lenders") ■ Amendments and waivers: 50% (the "Majority Lenders")
Restricted Payments:	■ The Borrower may make customary tax distributions (so long as there is no event of default) and certain distributions of additional equity interests; other distributions permitted so long as (A) no event of default exists or would result therefrom, (B) the consolidated leverage ratio calculated on a pro forma basis for such restricted payment would not exceed 2.50x and (C) there is, on a pro forma basis for such restricted payment, minimum Borrowing Base Availability of at least 25%
Conditions precedent to closing and initial loan:	Usual and customary for transactions of this type, including: ■ The Plan of Reorganization, disclosure statement and the order (or orders) of the Bankruptcy Court confirming the Plan of Reorganization shall be reasonably satisfactory to each of Lead Arranger, Administrative Agent and each Lender ■ Minimum Availability of $35mm ■ Effective Date under the Plan shall have occurred ■ Delivery of August 1, 2016 third party reserve report, prepared by Netherland, Sewell and Associates ■ Administrative Agent's reasonable satisfaction that the claims against or interests in the Borrower and the Guarantors have been satisfied or otherwise addressed as set forth in the Plan, including customary releases in Plan of Reorganization in favor of Administrative Agent, existing RBL lender parties/exit facility lender parties and related parties. ■ Pro forma financials as of closing date ■ Receipt of documentation required for applicable "know your customer" and anti-money laundering rules and regulations ■ Guarantees shall have been executed and all documents required to perfect security interest in the collateral shall have been executed and delivered and, in each case, all such guarantees and documents shall be in full force and effect ■ Execution and delivery of the Exit Facility Documentation; delivery of customary opinions and closing documentation ■ Receipt of reasonably satisfactory title opinions or other title information with respect to at least 95% of the PV-9 value of proved oil and gas properties in the initial Reserve Report ■ Receipt of all necessary governmental and third party consents and approvals ■ All representations and warranties in the Exit Facility Documentation shall be true and correct in all material respects and there shall be no default ■ All fees required to be paid on the Closing Date (incl. reasonable and documented out-of-pocket expenses) shall have been paid ■ Closing of the Facility shall have occurred on or before a date to be mutually agreed
Junior Debt:	■ With approval from the Required Lenders, unsecured junior debt issuance is permitted, provided that (i) total junior debt issued shall not exceed $200mm in aggregate, and (ii) that pro forma for any issuance, the Total Leverage Ratio is less than 3.50x ■ Any junior debt issued shall automatically result in a borrowing base reduction equal to 25% of the gross amount issued
Conditions precedent to each credit extension:	Usual and customary for transactions of this type
Other terms of note:	■ Anti-cash hoarding (including conditions to credit extensions and mandatory prepayments) to be enacted for any amount above $25mm ■ Customary Sanctions and Foreign Corrupt Practices Act provisions
Upfront fees:	■ 100 bps on commitments to initial Borrowing Base, payable at maturity or upon refinancing or early repayment/termination of Exit Facility

(2) If the Facility includes term loans/term lenders, voting provisions will reflect limited voting/approval rights for term lenders with respect to certain customary "all lenders" or "each affect lender" matters.

EXHIBIT B

Corporate Organization Chart

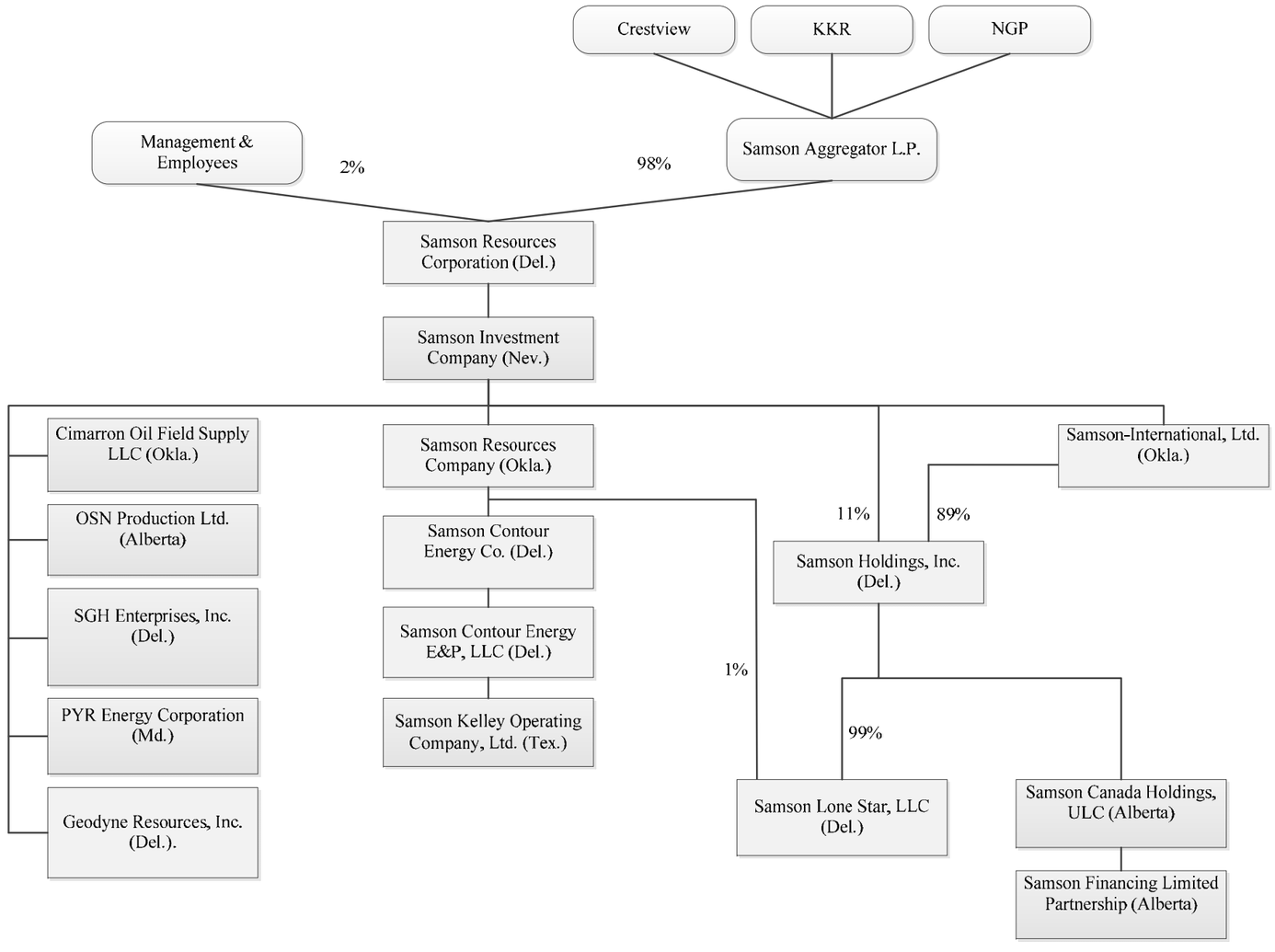
Crestview
KKR
NGP
Management & Employees
2%
98%
Samson Aggregator L.P.
Samson Resources Corporation (Del.)
Samson Investment Company (Nev.)
Cimarron Oil Field Supply LLC (Okla.)
OSN Production Ltd. (Alberta)
SGH Enterprises, Inc. (Del.)
PYR Energy Corporation (Md.)
Geodyne Resources, Inc. (Del.).
Samson Resources Company (Okla.)
Samson Contour Energy Co. (Del.)
Samson Contour Energy E&P, LLC (Del.)
Samson Kelley Operating Company, Ltd. (Tex.)
1%
11%
89%
Samson-International, Ltd. (Okla.)
Samson Holdings, Inc. (Del.)
99%
Samson Lone Star, LLC (Del.)
Samson Canada Holdings, ULC (Alberta)
Samson Financing Limited Partnership (Alberta)

EXHIBIT C

Disclosure Statement Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 18, 961, 1317, 1343**

ORDER APPROVING (I) DISCLOSURE STATEMENT FOR THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES, (II) SOLICITATION PROCEDURES, (III) VOTING INSTRUCTIONS, (IV) FORMS OF BALLOTS AND NOTICES IN CONNECTION THEREWITH, AND (V) CERTAIN DATES WITH RESPECT THERETO

Upon consideration of the motion of the Debtors for entry of an order, pursuant to sections 105(a) and 1125 of title 11 of the United States Code (the "Bankruptcy Code") approving the *Debtors' Amended Motion to Approve (I) Adequacy of the Amended Disclosure Statement (II) Solicitation Procedures, (III) Voting Instructions, (IV) Forms of Ballots and Notices in Connection Therewith, and (V) Certain Dates with Respect Thereto* [Docket No. 1343] (the "Motion")[2] and upon consideration of the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* [Docket No. __] (the "Disclosure Statement"); and this Court having jurisdiction to consider the Motion and the relief requested therein; and upon the record of the hearing held on the Motion (the "Hearing"); and upon consideration of any objections to the

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

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the solicitation procedures attached hereto as **Exhibit 1** (the "Solicitation Procedures").

Disclosure Statement and the Motion (the "Objections"); and due and proper notice of the Motion having been provided; and it appearing that no other or further notice of the Motion need be provided; and this Court having found and determined that the relief sought in the Motion, as modified herein, is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and this Court having determined after due deliberation that the Disclosure Statement contains adequate information, as such term is defined in section 1125 of the Bankruptcy Code; and this Court having determined after due deliberation that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and sufficient cause appearing therefor, it is:

1. **ORDERED** that the Motion is **GRANTED** as provided herein; and it is further

I. Approval of the Disclosure Statement

2. **ORDERED** that the Disclosure Statement is approved; and it is further

3. **ORDERED** that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code; and it is further

4. **ORDERED** that the Debtors are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of this Court; and it is further

5. **ORDERED** that the Disclosure Statement (including all applicable exhibits thereto) provides holders of Claims (as defined in the Plan) and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c); and it is further

II. Approval of the Disclosure Statement Hearing Notice

6. **ORDERED** that the Disclosure Statement Hearing Notice, the form of which is attached hereto as **Exhibit 3**, filed by the Debtors and served upon parties in interest in these

chapter 11 cases on **December 2, 2016** [Docket No. 1708], constitutes adequate and sufficient notice of the hearing to consider approval of the Disclosure Statement, the manner in which a copy of the Disclosure Statement (and exhibits thereto, including the Plan) could be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"); and it is further

III. Approval of the Disclosure Statement Objection Deadline and Disclosure Statement Hearing Date

7. **ORDERED** that the following dates are hereby established (subject to modification as necessary) with respect to the deadline to object to the Disclosure Statement, deadline to respond, and the Disclosure Statement hearing date:

a) **November 25, 2016 at 4:00 p.m.** (Eastern Time) as the deadline to object to the Motion;

b) **January 11, 2017 at 10:00 a.m.** (Eastern Time) as the date for the hearing to consider approval of the Motion (the "Disclosure Statement Hearing Date") and it is further

IV. Approval of the Materials and Timeline for Soliciting Votes

A. Approval of Key Dates and Deadlines with Respect to the Plan

8. **ORDERED** that the following dates are hereby established (subject to modification as necessary) with respect to the solicitation and voting procedures with respect to the Plan:

a) **January 11, 2017** as the date for determining (i) which holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan and receive Solicitation Packages in connection therewith and (ii) whether Claims have been properly assigned or transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the respective Claim (the "Voting Record Date");

b) the Debtors shall distribute Solicitation Packages to holders of Claims entitled to vote on/and impaired under the Plan by **January 18, 2017** (the "Solicitation Mailing Deadline"); and

c) all holders of Claims entitled to vote on the Plan must complete, execute, and return their ballots so that they are actually received by the Voting and Claims Agent pursuant to the Solicitation Procedures and Voting Instructions, on or before **February 6, 2017 at 5:00 p.m.** (Eastern Time) (the "Voting Deadline"); and it is further

B. Approval of the Form of, and Distribution of, Solicitation Packages

9. **ORDERED** that the Solicitation Packages to be transmitted on or before the Solicitation Mailing Deadline to those holders of Claims in the Voting Classes entitled to vote on/and equity interests impaired under the Plan as of the Voting Record Date shall include the following, the form of each of which is hereby approved:

a) a copy of the Solicitation Procedures attached hereto as **Exhibit 1**;

b) an appropriate form of voting instructions attached hereto as **Exhibits 2A**, **2B**, **2C**, **2D**, and **2E**, respectively (the "Voting Instructions");[3]

c) an appropriate Paper Ballot attached hereto as **Exhibits 4A**, **4B**, **4C**, **4D**, and **4E**, respectively;

d) the Disclosure Statement and the Plan (in CD-ROM format);[4]

e) the Cover Letter attached hereto as **Exhibit 8**;

f) a copy of this Order (without exhibits except for the Solicitation Procedures and Voting Instructions); and

g) the Confirmation Hearing Notice attached hereto as **Exhibit 9**; and it is further

10. **ORDERED** that the Solicitation Packages provide the holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting

[3] The Debtors will make every reasonable effort to ensure that any holder of a Claim who has filed duplicate Claims against the Debtors (whether against the same or multiple Debtors) that are classified in the same Voting Class under the Plan receives no more than one Solicitation Package (and, therefore, one set of Voting Instructions) on account of such Claim and with respect to that Voting Class.

[4] Paper copies of the Plan and the Disclosure Statement shall be provided by the Debtors upon request.

on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code, and the Local Rules; and it is further

11. **ORDERED** that the Debtors shall distribute Solicitation Packages to all holders of Claims entitled to vote on the Plan on or before the Solicitation Mailing Deadline. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; and it is further

12. **ORDERED** that the Debtors are authorized, but not directed or required, to (a) make available the Plan, the Disclosure Statement, and this Order to holders of Claims entitled to vote on the Plan in electronic format on the Debtors' restructuring website, with hard copies available upon request, and (b) conduct voting via an online Balloting Portal (as defined herein) and through Paper Ballots. The Cover Letter and the Confirmation Hearing Notice will be provided in paper form. The Disclosure Statement and the Plan will be provided in CD-ROM format. On or before the Solicitation Mailing Deadline, the Debtors shall provide (i) complete Solicitation Packages (without Voting Instructions) to the U.S. Trustee and (ii) the Confirmation Hearing Notice to all parties on the 2002 List as of the Voting Record Date; and it is further

13. **ORDERED** that any party that has access to the materials in electronic format, but would prefer to receive materials in paper format, may contact the Voting and Claims Agent and request paper copies of the corresponding materials previously made available in electronic format (to be provided at the Debtors' expense); and it is further

14. **ORDERED** that the Voting and Claims Agent is authorized to assist the Debtors in (a) distributing the Solicitation Package, (b) receiving, tabulating, and reporting on votes cast to accept or reject the Plan by holders of Claims against the Debtors, (c) responding to inquiries from holders of Claims and other parties in interest relating to the Disclosure Statement, the

Plan, the Paper Ballots, the Solicitation Packages, the Balloting Portal (as defined herein), and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan, and for objecting to the Plan, (d) soliciting votes on the Plan and (e) if necessary, contacting creditors regarding the Plan or as soon as practicable thereafter; and it is further

15. **ORDERED** that the Voting and Claims Agent is authorized to accept votes via electronic online transmission through a customized online balloting portal on the Debtors' restructuring website (the "Balloting Portal") and via Paper Ballots. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any vote submitted in this manner, and the creditor's electronic signature will be deemed to be immediately legally valid and effective; and it is further

C. Approval of the Confirmation Hearing Notice

16. **ORDERED** that the Confirmation Hearing Notice, in the form attached hereto as **Exhibit 9**, which shall be served upon parties in interest in these chapter 11 cases no later than **January 13, 2017** constitutes adequate and sufficient notice of the hearing to consider approval of the Plan, the manner in which a copy of the Plan could be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. The Debtors shall publish the Confirmation Hearing Notice (in a format modified for publication) one time within seven (7) business days of the Solicitation Mailing Deadline in the national edition of *The New York Times* and *Tulsa World*; and it is further

D. Approval of the Notice of Filing of the Plan Supplement

17. **ORDERED** that the Debtors are authorized to send notice of the filing of a Plan Supplement for the Plan, which will be filed and served by **January 24, 2017**, substantially in the form attached hereto as **Exhibit 10** on the date such Plan Supplement is filed pursuant to the terms of the Plan; and it is further

E. Approval of the Form of Notices to Non-Voting Classes

18. **ORDERED** that on or before the Solicitation Mailing Deadline, the Voting and Claims Agent shall mail (first-class postage prepaid) a Non-Voting Status Notice, the form of each of which is hereby approved, to those parties, outlined below, who are not entitled to vote on the Plan:

a) ***Unimpaired Claims Under the Plan — Conclusively Presumed to Accept.*** Holders of Claims in Class 1 and Class 2 of the Plan are unimpaired under the Plan and, therefore, are conclusively presumed to have accepted the Plan. As such, holders of such Claims will receive a notice, substantially in the form attached to the Order as **Exhibit 5**, in lieu of a Solicitation Package.

b) ***Impaired Claims and Equity Interests Under the Plan — Deemed to Reject.*** Holders of Claims or equity interests in Class 6 and Class 9 of the Plan are receiving no distribution under the Plan and, therefore, are deemed to reject the Plan. As such, holders of such Claims and equity interests will receive a notice, substantially in the form attached to the Order as **Exhibit 6**, in addition to the Solicitation Package.

c) ***Disputed Claims.*** With respect to Holders of Claims that are subject to a pending objection other than a "reduce and allow" objection that is filed with the Bankruptcy Court on or prior to January 24, 2017: (i) the Debtors shall cause the applicable holder to be served with a Disputed Claim Notice substantially in the form attached to the Order as **Exhibit 7** and (ii) the applicable holder shall not be entitled to vote to accept or reject the Plan on account of such Claim unless a Resolution Event occurs as provided herein; and it is further

19. **ORDERED** that the Debtors are not required to mail Solicitation Packages or other solicitation materials to: (a) holders of Claims that have already been paid in full during these chapter 11 cases or that are authorized to be paid in full in the ordinary course of business

pursuant to an order previously entered by the Bankruptcy Court or (b) any party to whom the Disclosure Statements Hearing Notice or Plan was sent but was subsequently returned as undeliverable; and it is further

F. Approval of Notices to Contract and Lease Counterparties

20. **ORDERED** that the Debtors are authorized to mail a notice of assumption or rejection of any Executory Contracts or Unexpired Leases (and any corresponding Cure Claims), in the forms attached hereto as **Exhibit 11** and **Exhibit 12,** to the applicable counterparties to Executory Contracts and Unexpired Leases that will be assumed or rejected pursuant to the Plan (as the case may be), at least fourteen (14) days prior to the Confirmation Hearing; and it is further

V. Approval of the Solicitation Procedures and Voting Instructions

21. **ORDERED** that the Debtors are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation Procedures and Voting Instructions attached hereto as **Exhibit 1** and **Exhibit 2**, respectively, which are hereby approved in their entirety; and it is further

VI. Approval of Procedures for Confirming the Plan

A. Approval of Timeline for Filing Objections to the Plan and Confirming the Plan

22. **ORDERED** that the following dates are hereby established (subject to modification as needed) with respect to filing objections to the Plan and confirming the Plan:

a) **February 9, 2017 at 5:00 p.m.** (Eastern Time) shall be date by which objections to the Plan must be filed with the Bankruptcy Court and served so as to be ***actually received*** by the appropriate notice parties (as identified in the Confirmation Hearing Notice) (the "Plan Objection Deadline");

b) **February 10, 2017** shall be the date by which (i) the voting report must be filed with the Bankruptcy Court (the "Voting Report"), (ii) responses to objections to the Plan must be filed with the Bankruptcy Court (the

"Plan Objection Response Deadline"), and (iii) the Debtors shall file a brief in support of confirmation of the Plan (the "Confirmation Brief Deadline"); and

c) the Bankruptcy Court shall consider confirmation of the Plan at the hearing to commence on a date during the week of **February 13, 2017** (the "Confirmation Hearing Date"); and it is further

B. Approval of the Procedures for Filing Objections to the Plan

23. **ORDERED** that objections to the Plan shall not be considered by the Bankruptcy Court unless such objections are timely filed and properly served in accordance with this Order. Specifically, all objections to confirmation of the Plan or requests for modifications to the Plan, if any, ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the notice parties so as to be ***actually received*** on or before **February 9, 2017 at 5:00 p.m.** (Eastern Time) by each of the notice parties identified in the Confirmation Hearing Notice; and it is further

24. **ORDERED** that nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date; and it is further

25. **ORDERED** that all time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a); and it is further

26. **ORDERED** that the contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b); and it is further

27. **ORDERED** that Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a); and it is further

28. **ORDERED** that notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective upon its entry; and it is further

29. **ORDERED** that the Debtors are authorized to make changes to the Disclosure Statement and related documents without further order of the Bankruptcy Court, including changes that are consistent with the record of the Hearing and changes to correct typographical or grammatical errors and to make conforming changes among such documents; and it is further

30. **ORDERED** that any Objections to the Motion or relief granted in this Order that have not previously been withdrawn or resolved are hereby overruled; and it is further

31. **ORDERED** that the Bankruptcy Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: January 12, 2017
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Solicitation Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

SOLICITATION PROCEDURES

PLEASE TAKE NOTICE THAT on [•], the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be modified, amended, or supplemented, the "Plan"),[2] (b) approving the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

1. The Voting Record Date

The Bankruptcy Court has approved January 11, 2017 (the "Voting Record Date"), as the record date for purposes of determining which holders of Claims (as defined in the Plan) in Class 3 (First Lien Secured Claims), Class 4 (Second Lien Secured Claims), and Class 5 (General Unsecured Claims) of the Plan are entitled to vote on the Plan (the "Voting Classes").

A. The Voting Deadline

The Bankruptcy Court has approved February 6, 2017, at 5:00 p.m. (Eastern Time) as the voting deadline (the "Voting Deadline") for the Plan. The Debtors may extend the Voting Deadline in their discretion without further order of the Bankruptcy Court. To be counted as votes to accept or reject the Plan, all hard copy paper ballots (if any) sent to registered holders of

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

2 Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan.

Claims or Nominees (the "Paper Ballots") must be properly executed, completed, and delivered by: (1) first class mail; (2) overnight courier; or (3) personal delivery so that they are ***actually received***, in any case, no later than the Voting Deadline by the Voting and Claims Agent.

All Paper Ballots should be sent to:

If by first class mail:

Samson Resources Corporation
Ballot Processing
c/o GCG
PO Box 10238
Dublin, OH 43017-5738

If by courier or hand delivery:

Samson Resources Corporation
Ballot Processing
c/o GCG
5151 Blazer Parkway
Suite A
Dublin, Ohio 43017

Additionally, votes may be cast via the online balloting portal (the "Balloting Portal"). All ballots cast through the Balloting Portal must be properly executed, completed, and delivered through the Balloting Portal so that they are ***actually received***, in any case, no later than the Voting Deadline by the Voting and Claims Agent.

Delivery of a Paper Ballot to the Voting and Claims Agent by facsimile or any other electronic means other than submission through the Balloting Portal will not be valid.

B. Form, Content, and Manner of Notices

1. The Solicitation Package.

The following materials shall constitute the solicitation package (the "Solicitation Package"):

a. a copy of these Solicitation Procedures;

b. a copy of the appropriate Voting Instructions, which may include a customized login and identification PIN for online voting (where applicable);

c. an appropriate Paper Ballot;

d. the Disclosure Statement and the Plan (in CD-ROM format);[3]

e. the cover letter with respect to the Plan;

f. the Disclosure Statement Order (without exhibits except for the Solicitation Procedures and Voting Instructions);

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[3] Paper copies of the Disclosure Statement and the Plan may be provided by the Debtors upon request, as set forth in Section 2 below.

g. the *Notice of Hearing to Consider (A) Confirmation of the Global Settlement Chapter 11 Plan of Reorganization of Samson Resources Corporation and its Debtor Affiliates and (B) Related Voting and Objection Deadlines*, in substantially the form annexed as **Exhibit 8** to the Disclosure Statement Order (the "Confirmation Hearing Notice"); and

h. any additional documents that the Bankruptcy Court has ordered to be made available.

2. Distribution of the Solicitation Package.

The Solicitation Package shall provide instructions to access electronic copies of the Plan and the Disclosure Statement on the Debtors' restructuring website, and those materials shall be provided in the Solicitation Package in CD-ROM format as well. All other contents of the Solicitation Package, including Voting Instructions, shall be provided in paper format. Any party that receives the materials in electronic format but would prefer paper format may contact Garden City Group, LLC (the "Voting and Claims Agent") by: (a) calling the Debtors' restructuring hotline at 888-547-8096; (b) visiting the Debtors' restructuring website at: www.GardenCityGroup.com/cases/SamsonRestructuring; and/or (c) writing to GCG, Attn: Samson Resources Corporation, c/o GCG, PO Box 10238, Dublin, OH 43017-5738 and requesting paper copies of the corresponding materials previously provided in electronic format (to be provided at the Debtors' expense).

The Debtors shall serve, or cause to be served, all of the materials in the Solicitation Package (without the Voting Instructions) on: the U.S. Trustee and all parties who have requested service of papers in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the Voting Record Date. In addition, the Debtors shall mail, or cause to be mailed, a Solicitation Package to all holders of Claims in the Voting Classes on or before January 18, 2017 who are entitled to vote and/or are impaired, as described in section D.1 below.

To avoid duplication and reduce expenses, the Debtors will make every reasonable effort to ensure that any holder of a Claim who has filed duplicative Claims against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one ballot) on account of such Claim and with respect to that Voting Class as against that Debtor.

The Debtors shall be excused from mailing a copy of the Solicitation Package to those entities to whom the Debtors mailed a notice regarding the hearing on the Disclosure Statement (the "Disclosure Statement Hearing Notice") and received a notice from the United States Postal Service or other carrier that such notice was undeliverable unless such entity provides the Debtors with an accurate address not less than ten (10) days prior to the Solicitation Mailing Deadline. Failure to distribute Solicitation Packages to such entities will not constitute inadequate notice of the confirmation hearing or the Voting Deadline and is not a violation of Bankruptcy Rule 3017(d).

3. Resolution of Disputed Claims for Voting Purposes; Resolution Event.

a. Absent a further order of the Bankruptcy Court, the holder of a Claim in a Voting Class that is the subject of a pending objection on a "reduce and

allow" basis shall be entitled to vote such Claim in the reduced amount contained in such objection.

b. If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Bankruptcy Court on or prior to January 24, 2017: (i) the Debtors shall cause the applicable holder to be served with a Disputed Claim Notice substantially in the form annexed as **Exhibit 7** to the Disclosure Statement Order and (ii) the applicable holder shall not be entitled to vote to accept or reject the Plan on account of such claim unless a Resolution Event (as defined herein) occurs as provided herein.

c. If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Bankruptcy Court after January 24, 2017, the applicable Claim shall be deemed temporarily allowed for voting purposes only, without further action by the holder of such Claim and without further order of the Bankruptcy Court, unless the Bankruptcy Court orders otherwise.

d. A "Resolution Event" means the occurrence of one or more of the following events no later than three (3) business days prior to the Voting Deadline:

i. an order of the Bankruptcy Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;

ii. an order of the Bankruptcy Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;

iii. a stipulation or other agreement is executed between the holder of such Claim and the Debtors resolving the objection and allowing such Claim in an agreed upon amount; or

iv. the pending objection is voluntarily withdrawn by the objecting party.

e. No later than one (1) business day following the occurrence of a Resolution Event, the Debtors shall cause the Voting and Claims Agent to distribute via e-mail, hand delivery, or overnight courier service a Solicitation Package to the relevant holder.

4. Non-Voting Status Notices for Unimpaired Classes Presumed to Accept or Deemed to Reject the Plan.

Holders of Claims that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code or who are not entitled to vote because they are unimpaired or otherwise

conclusively presumed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive only the *Notice of Non-Voting Status to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan*, substantially in the form annexed as **Exhibit 5** to the Disclosure Statement Order. Such notice will instruct these holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding ballots).

Holders of Claims or equity interests who are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code will receive the *Notice of Non-Voting Status to Holders of Impaired Claims and Equity Interests Deemed to Reject the Plan*, substantially in the form annexed as **Exhibit 6** to the Disclosure Statement Order, in lieu of the Solicitation Package. Such notice will instruct these holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding ballots). However, if such Holders of Claims or equity interests are impaired, they will also receive a copy of the Solicitation Package.

5. Notices in Respect of Executory Contracts and Unexpired Leases.

Counterparties to Executory Contracts and Unexpired Leases that receive the *Notice of Assumption* or the *Notice of Rejection*, substantially in the forms attached as **Exhibit 10** and **Exhibit 11** to the Disclosure Statement Order, respectively, may file an objection to the Debtors' proposed assumption, rejection, and/or cure amount, as applicable. Such objections must be ***actually received*** by the Voting and Claims Agent by **February 6, 2017, at 5:00 p.m.** (Eastern Time).

C. Solicitation and Tabulation Procedures

1. Holders of Claims Entitled to Vote.

Only the following holders of Claims in the Voting Classes shall be entitled to vote with regard to such Claims:

a. holders of Claims who, on or before the Voting Record Date, have timely filed a Proof of Claim (or an untimely Proof of Claim that has been Allowed as timely by the Bankruptcy Court under applicable law on or before the Voting Record Date) that (i) has not been expunged, disallowed, disqualified, withdrawn, or superseded prior to the Voting Record Date; and (ii) is not the subject of a pending objection, other than a "reduce and allow" objection, filed with the Bankruptcy Court by January 24, 2017, pending a Resolution Event as provided herein; *provided* that a holder of a Claim that is the subject of a pending objection on a "reduce and allow" basis shall receive a Solicitation Package and be entitled to vote such Claim in the reduced amount contained in such objection absent a further order of the Bankruptcy Court;

b. holders of Claims that are listed in the Schedules, *provided* that Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely filed Proof of Claim) shall be allowed to

vote only in the amounts set forth in section D.2(a) of these Solicitation Procedures;

c. holders whose Claims arise (i) pursuant to an agreement or settlement with the Debtors, as reflected in a document filed with the Bankruptcy Court, (ii) in an order entered by the Bankruptcy Court, or (iii) in a document executed by the Debtors pursuant to authority granted by the Bankruptcy Court, in each case regardless of whether a Proof of Claim has been filed;

d. holders of any Disputed Claim that has been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018; and

e. with respect to any Entity described in subparagraphs (a) through (d) above, who, on or before the Voting Record Date, has transferred such Entity's Claim to another Entity, to the assignee of such Claim; *provided* that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims register on the Voting Record Date.

2. **Establishing Claim Amounts for Voting Purposes.**

Class 3 Claims. The amount of Class 3 Claims under the Plan, for voting purposes only, will be established based on the amount of the applicable positions held by the holder of such Claims, as of the Voting Record Date, as evidenced by the applicable records provided by the First Lien Agent.

Class 4 Claims. The amount of Class 4 Claims under the Plan, for voting purposes only, will be established based on the amount of the applicable positions held by the holder of such Claims, as of the Voting Record Date, as evidenced by the applicable records provided by the Second Lien Agent.

Class 5 Claims. (a) the amount of Class 5 Claims of Beneficial Holders of Notes for voting purposes only will be established through the applicable Nominees in the amount of the applicable positions held in "street name" for such Beneficial Holders by such Nominees (as defined below) in Class 5, as of the Voting Record Date, as evidenced by the applicable records; and (b) the amount of all other Class 5 Claims for voting purposes only will be established based on the amount of the applicable positions held by such Class 5 Claim holder, as of the Voting Record Date, as evidenced by the applicable records.

Hierarchy for Voting Amounts for Class 5 (excluding the Beneficial Holders of the Notes). The Claim amount established herein shall control for voting purposes only and shall not constitute the Allowed amount of any Claim. Moreover, any amounts filled in on ballots by the Debtors through the Voting and Claims Agent are not binding for purposes of allowance and distribution. In tabulating votes, the following hierarchy shall be used to determine the amount of the Claim associated with each claimant's vote:

a. the Claim amount contained in a Proof of Claim that has been timely filed by the applicable Claims Bar Date (or deemed timely filed by the Bankruptcy Court under applicable law), except for any amounts asserted

on account of any interest accrued after the Petition Date; *provided, however*, that votes cast by holders of Claims who timely file a Proof of Claim in respect of a contingent Claim or in a wholly-unliquidated or unknown amount that is not the subject of an objection will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count as votes for Claims in the amount of $1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and, if a Proof of Claim is filed as partially liquidated and partially unliquidated, such Claim will be Allowed for voting purposes only in the liquidated amount; *provided further, however*, that to the extent the Claim amount contained in the Proof of Claim is different from the Claim amount set forth in a document filed with the Bankruptcy Court as referenced in subparagraph (a) above, the Claim amount in the document filed with the Bankruptcy Court shall supersede the Claim amount set forth on the respective Proof of Claim;

b. the Claim amount Allowed (temporarily or otherwise) pursuant to a Resolution Event under the procedures set forth in the Solicitation Procedures;

c. the Claim amount (i) settled and/or agreed upon by the Debtors, as reflected in a document filed with the Bankruptcy Court, (ii) set forth in an order of the Bankruptcy Court, or (iii) set forth in a document executed by the Debtors pursuant to authority granted by the Bankruptcy Court;

d. the Claim amount listed in the Schedules, *provided* that such Claim is not scheduled as contingent, disputed, or unliquidated and/or has not been paid; and

e. in the absence of any of the foregoing, zero.

3. Voting and Tabulation Procedures.

The following voting procedures and standard assumptions shall be used in tabulating votes on the Plan, whether submitted via the Balloting Portal or by Paper Ballot, subject to the Debtors' right to waive for the Plan any of the below specified requirements for completion and submission of votes through the Balloting Portal or by Paper Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Local Rules:

a. except as otherwise provided in these Solicitation Procedures, unless the vote being furnished is timely submitted and received by the Voting and Claims Agent on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors shall reject such vote as invalid and, therefore, shall not count it in connection with confirmation of the Plan;

b. (i) for votes submitted via the Balloting Portal, the receipt of any vote that has been properly submitted through the Balloting Portal (each such e-mail, an "Online Vote Confirmation") will reflect the date and time each

vote was submitted and (ii) for votes submitted by Paper Ballots, the Voting and Claims Agent will date-stamp and time-stamp all Paper Ballots when received. The Voting and Claims Agent shall retain the original Paper Ballots and electronic copies of all Paper Ballots and Online Vote Confirmations for a period of one year after the Effective Date of the Plan unless otherwise ordered by the Bankruptcy Court. The Voting and Claims Agent shall tabulate all votes for the Plan, whether submitted through the Balloting Portal or by Paper Ballots, on a per Debtor basis;

c. consistent with the requirements of Local Rule 3018-1, each of the Debtors will file with the Bankruptcy Court no less than three (3) days prior to the Confirmation Hearing, a voting report (the "Voting Report"). The Voting Reports shall, among other things, delineate every vote that does not conform to the Voting Instructions or that contains any form of irregularity including, but not limited to, those votes that are late or, with respect to Paper Ballots (in whole or in material part) illegible, unidentifiable, lacking signatures, or lacking necessary information, received via facsimile, electronic mail, or damaged ("Irregular Ballots"). Each Voting Report shall indicate the Debtors' intentions with regard to such Irregular Ballots;

d. the method of delivery of Paper Ballots to be sent to the Voting and Claims Agent is at the election and risk of each holder, and except as otherwise provided, a Paper Ballot will be deemed delivered only when the Voting and Claims Agent actually receives the executed Paper Ballot;

e. an executed Paper Ballot is required to be submitted by the Entity submitting such Paper Ballot. Delivery of a Paper Ballot to the Voting and Claims Agent by facsimile, or any electronic means other than submission through the Balloting Portal, will not be valid;

f. no Paper Ballot should be sent to the Debtors, the Debtors' agents (other than the Voting and Claims Agent), the Debtors' financial or legal advisors, and if so sent, will not be counted;

g. if multiple Paper Ballots are received from the same holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Paper Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior Paper Ballot;

h. holders must vote all of their Claims within a particular Voting Class either to accept or reject the Plan and may not split any votes. Accordingly, a Paper Ballot that partially rejects and partially accepts the Plan will not be counted. The Balloting Portal will not permit holders of Claims to split their votes. Further, to the extent there are multiple Claims within the same Voting Class, the Debtors may, in their discretion,

aggregate the Claims of any particular holder within a Voting Class for the purpose of counting votes on the Plan;

i. a person signing a Paper Ballot or submitting a vote through the Balloting Portal in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a holder of Claims must indicate such capacity when signing;

j. the Debtors, subject to a contrary order of the Bankruptcy Court, may waive any defects or irregularities as to any particular Irregular Ballot with respect to the Plan at any time, either before or after the close of voting, and any such waivers will be documented in their respective Voting Report;

k. neither the Debtors nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Paper Ballots or votes submitted through the Balloting Portal other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;

l. unless waived or as ordered by the Bankruptcy Court, any defects or irregularities in connection with deliveries of Paper Ballots must be cured prior to the Voting Deadline or such Paper Ballots will not be counted;

m. in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;

n. subject to any order of the Bankruptcy Court, the Debtors reserve, with respect to the Plan, the right to reject any and all Paper Ballots not in proper form, the acceptance of which, in the opinion of the Debtors would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in their respective Voting Report;

o. if a Claim has been estimated or otherwise Allowed for voting purposes only by order of the Bankruptcy Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Bankruptcy Court for voting purposes only, and not for purposes of allowance or distribution;

p. if an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;

q. the following votes shall not be counted in determining the acceptance or rejection of the Plan: (i) any Paper Ballot that is illegible or contains insufficient information to permit the identification of the holder of such Claim; (ii) any vote cast by any Entity that does not hold a Claim in a Voting Class; (iii) any vote cast for a Claim scheduled as unliquidated, contingent, or disputed for which no Proof of Claim was timely filed; (iv) any vote cast on account of a Claim that is clearly duplicative of another Claim for which a holder submitted a vote; (v) any unsigned Paper Ballot or Paper Ballot lacking an original signature; (vi) any Paper Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vii) any vote submitted by any Entity not entitled to vote pursuant to the procedures described herein;

r. after the Voting Deadline, no vote on the Plan may be withdrawn or modified without the prior written consent of the Debtors;

s. the Debtors are authorized to enter into stipulations with the holder of any Claim agreeing to the amount of a Claim for voting purposes; and

t. where any portion of a single Claim has been transferred to a transferee, all holders of any portion of such single Claim will be (i) treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code (and for the other voting and solicitation procedures set forth herein), and (ii) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that (i) a Paper Ballot, (ii) a group of Paper Ballots within a Voting Class received from a single creditor, or (iii) a group of Paper Ballots received from the various holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Paper Ballots shall not be counted with respect to the Plan.

4. Master Ballot Voting and Tabulation Procedures.

In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to holders of General Unsecured Claims who hold their position through a broker, bank, or other nominee or an agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee," and such holder, a "Beneficial Holder"):

a. the Voting and Claims Agent shall distribute, or cause to be distributed, the appropriate number of copies of Voting Instructions ("Beneficial Holder Voting Instructions") to each Nominee for Beneficial Holders of Class 5 General Unsecured Claims as of the Voting Record Date, and Paper Ballots (the "Beneficial Holder Ballots");

b. Nominees identified by the Voting and Claims Agent as Entities through which Beneficial Holders hold their Claims will be provided with: (i) Solicitation Packages for each Beneficial Holder represented by

the Nominee as of the Voting Record Date, which will contain Beneficial Holder Voting Instructions for each Beneficial Holder, (ii) the Nominee Voting Instructions, and (iii) a paper copy of a master ballot (the "Master Ballot");

c. any Nominee that is a holder of record with respect to Class 5 General Unsecured Claims shall vote on behalf of Beneficial Holders of such Claims by: (i) immediately, and in any event within five (5) business days of its receipt of the Solicitation Packages, distributing the Solicitation Package, including Beneficial Holder Voting Instructions and Beneficial Holder Ballots, it receives from the Voting and Claims Agent to all such Beneficial Holders;[4] (ii) providing such Beneficial Holders with a return address to send the completed Beneficial Holder Ballots; (iii) compiling and validating the votes and other relevant information of all such Beneficial Holders on a the spreadsheet provided on the Balloting Portal (or on the Master Ballot); and (iv) transmitting its Beneficial Holders' votes or the Master Ballot (as applicable) to the Voting and Claims Agent by the Voting Deadline via the Balloting Portal or in hard copy, as applicable;

d. any Beneficial Holder Ballot returned to a Nominee by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan, until such Nominee: (i) submits the vote of such Beneficial Holder through the Balloting Portal or (ii) properly completes and delivers to the Voting and Claims Agent a Master Ballot that reflects the vote of such Beneficial Holder by the Voting Deadline. Nominees shall retain all Beneficial Holder Ballots returned by Beneficial Holders for a period of one year after the Effective Date of the Plan;

e. if a Beneficial Holder holds Class 5 General Unsecured Claims through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such Beneficial Holder should execute a separate Beneficial Holder Ballot for each block of Class 5 General Unsecured Claims that it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee;

f. votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees in Class 5, as of the Voting Record Date, as evidenced by the applicable records. Votes submitted by

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4 Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will then distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee's customary and accepted practice to submit a "voting instruction form" to the Beneficial Holders for the purpose of recording the Beneficial Holder's vote, the Nominee will be authorized to send the voting instruction form in lieu of a beneficial holder ballot.

a Nominee through the Balloting Portal or pursuant to a Master Ballot will not be counted in excess of the amount of such Claims held by such Nominee as of the Voting Record Date;

g. if conflicting votes or "over-votes" are submitted by a Nominee through the Balloting Portal or pursuant to a Master Ballot, the Debtors will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes submitted through the Balloting Portal or on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan, in the same proportion as the votes to accept and to reject the Plan, which were submitted through the Balloting Portal or on the Master Ballot that contained the overvote, but only to the extent of the Nominee's position in Class 5;

h. for purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Claims in Class 5, although any principal amounts may be adjusted by the Voting and Claims Agent to reflect the amount of the Claim actually voted, including prepetition interest;

i. a single Nominee may complete and deliver to the Voting and Claims Agent multiple submissions through the Balloting Portal or Master Ballots. Votes reflected on multiple Balloting Portal submissions or Master Ballots will be counted, except to the extent that they are duplicative of other Balloting Portal submissions or Master Ballots. If two or more Balloting Portal submissions or Master Ballots are inconsistent, the last-dated valid Balloting Portal submission or Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior dated Balloting Portal submission or Master Ballot. Likewise, if a Beneficial Holder submits more than one Beneficial Holder Ballot to its Nominee, (i) the latest dated Beneficial Holder Ballot received before the submission deadline imposed by the Nominee shall be deemed to supersede any prior Beneficial Holder Ballot submitted by the Beneficial Holder, and (ii) the Nominee shall make its Balloting Portal submission or complete the Master Ballot accordingly; and

j. the Debtors will, upon written request, reimburse Nominees for customary mailing and handling expenses incurred by them in forwarding the Beneficial Holder Ballot and other enclosed materials to the Beneficial Holders for which they are the Nominee. No fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting Beneficial Holder Ballots with respect to the Plan.

D. Amendments to the Plan and Solicitation Procedures

The Debtors reserve the right to make nonsubstantive or immaterial changes to the Disclosure Statement, Confirmation Hearing Notice, the Plan, Paper Ballots, and related documents without further order of the Bankruptcy Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, Plan, and any other materials in the Solicitation Package before their distribution.

* * * * *

Exhibit 2A

Class 3 Voting Instructions

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

INSTRUCTIONS FOR VOTING TO ACCEPT OR REJECT
THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

FOR HOLDERS OF CLASS 3 FIRST LIEN SECURED CLAIMS

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan") as set forth in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* as may be amended, supplemented, or modified, the "Disclosure Statement"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [•] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving these voting instructions (the "Voting Instructions") because you are a holder of a First Lien Secured Claim in Class 3 as of January 11, 2017 (the "Voting Record Date") in the amount, and against the Debtor, listed below. Accordingly, you have a right to vote to accept or reject the Plan.

Customized Voting Website Log-In Information:

GCG Record Number	Ballot Control Number

Class 3 Claim Amount

$_____

Debtor: _____

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

Your rights are described in the Disclosure Statement. You may view the Disclosure Statement, Plan, Disclosure Statement Order, and Solicitation Procedures by accessing the Debtors' restructuring website at http://cases.gcginc.com/SamsonRestructuring/ or referring to the CD-ROM, for the Disclosure Statement and Plan, that you received as part of the Solicitation Package. If you desire paper copies, or if you need to obtain additional Solicitation Packages at no charge, you may obtain them from: (a) Garden City Group, LLC (the "Voting and Claims Agent") at no charge by (i) writing to the Voting and Claims Agent at Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (ii) calling the Voting and Claims Agent at 888-547-8096; or (iii) emailing SMNinfo@gardencitygroup.com; or (b) for a fee via PACER at http://www.deb.uscourts.gov.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 3, First Lien Secured Claims, under the Plan. If you hold Claims in more than one Class, you will receive Voting Instructions for each Class in which you are entitled to vote.

Voting Deadline. All votes on the Plan must be submitted so that they are **actually received** by the Voting and Claims Agent on or before **February 6, 2017, at 5:00 p.m. (ET)**.[2] You are encouraged to submit your vote online through the Debtors' online balloting portal (the "Balloting Portal").

Voting Online. To submit your vote online through the Balloting Portal, please comply with the following instructions.

1st Access the Balloting Portal by visiting the Debtors' dedicated restructuring website at http://cases.gcginc.com/SamsonRestructuring/. Select "Submit a Ballot."

2nd Check the appropriate box certifying that you hold a Claim in a class entitled to vote and select "Submit."

3rd Enter your GCG Record Number, Ballot Control Number (both printed above) and the Verification Code that appears on the screen. Then select "Sign In" to enter the Online Voting Portal.

4th Under Item 1, review and confirm the accuracy of the information including your name, address, and the classification and amount of your Claim for voting purposes. If any change to your contact information is required, please e-mail the Voting and Claims Agent at SMNinfo@gardencitygroup.com stating the "old" information and setting forth the required changes.

5th Under Item 2, check *either* "Accept (vote FOR) the Plan" or "Reject (vote AGAINST) the Plan." Select "Next" to proceed to the next screen.

6th Under Item 3, for parties who vote to reject the Plan, you will be provided with the opportunity to elect the "Exit RBL Facility" as your Plan distribution. If you vote to accept the Plan, you will receive your share of "Exit RBL Recovery." If you vote to reject the Plan and do not make this election, you will receive your share of the "Exit Term Loan." If you choose not to vote on the Plan, you will receive your share of the "Exit Term Loan." Please review section III.B.3 of the Plan for more information regarding this distribution. Select "Next" to proceed to the next screen.

7th Under Item 4, you will be provided with an opportunity to opt-out of the Third Party Release (which is further detailed below). To opt-out, you must check the "opt-out" box. If you vote to accept the Plan or abstain from voting on the Plan, you will be deemed to consent to the Third Party Release. Select "Next" to proceed to the next screen.

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2 The Debtors may extend the Voting Deadline without further order of the Bankruptcy Court.

8th Under Item 5, sign your name by typing your name on the "Ballot Filed by" line and checking the box to affix your electronic signature to your online vote. Please also provide any contact information that was not included in Item 1. If you are acting on behalf of the voting party, in the "Title/Authorized Agent Name" field you must provide either your title or the name of the authorized agent, as applicable. Once completed, click the "Submit" button. When you click the "Submit" button, your vote and elections are deemed submitted.

Shortly after you submit your vote through the Balloting Portal, you will receive an electronic confirmation that your vote has been received by the Voting and Claims Agent.

Voting by Mail. As an **alternative** to voting online through the Balloting Portal, you may submit your vote by mail on a paper ballot (a "Paper Ballot"). **Importantly, however, if you choose to submit your vote by mail instead of online you incur certain risks, including, for example, mailing failures that result in your vote not being timely received (or received at all) by the Voting and Claims Agent.** To vote by mail, you should send the Paper Ballot (i) by first class mail to Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738 or (ii) by courier or hand delivery to Samson Resources Corporation Ballot Processing, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017.

Valid Votes. While completing and submitting votes on the Plan, please note that (i) the Voting and Claims Agent will tabulate each vote that fully complies with the requirements and processes listed in these instructions and the Solicitation Procedures (a copy of which may be obtained at http://cases.gcginc.com/SamsonRestructuring/) (each, a "Valid Vote") and (ii) the Voting and Claims Agent will not tabulate any vote on the Plan that does not comply with the requirements and processes listed in these instructions and the Solicitation Procedures (each, an "Invalid Vote"), unless that Invalid Vote is cured of any defects or irregularities before the Voting Deadline or the Debtors, in their sole discretion, direct the Voting and Claims Agent to tabulate that Invalid Vote.

Third-Party Releases (only applicable to holders that vote to reject the Plan). The Plan includes certain releases, exculpations, and injunctions (the "Third-Party Releases") that are described in detail in the Disclosure Statement. **If you (i) vote to accept the Plan, (ii) are entitled to vote on the Plan and elect not to do so, or (iii) vote to reject the Plan and do not opt out of the Third-Party Releases, you will be deemed to have consented to the Third-Party Releases. If and only if you have voted to reject the Plan, then you may choose to opt out of the Third-Party Releases by checking the appropriate box on the Balloting Portal or a Paper Ballot.**

YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII.F OF THE PLAN BY CHECKING THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION AND WILL NOT IMPACT THE TREATMENT OF YOUR CLAIM UNDER THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND SUBMIT YOUR VOTE WITHOUT CHECKING THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE VIII.F OF THE PLAN. FOR THE AVOIDANCE OF DOUBT, ANY ELECTION TO OPT OUT OF THE THIRD PARTY RELEASE BY A HOLDER OF A CLAIM THAT VOTES TO ACCEPT THE PLAN OR A HOLDER OF A CLAIM THAT IS ALSO A RELEASING PARTY (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT) SHALL BE AUTOMATICALLY DEEMED VOID AB INITIO.

Dated: _____
Wilmington, Delaware

/s/ _____

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Co-Counsel for the Debtors and Debtors in Possession

Exhibit 2B

Class 4 Voting Instructions for Second Lien Secured Claims

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

INSTRUCTIONS FOR VOTING TO ACCEPT OR REJECT THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

FOR HOLDERS OF SECOND LIEN SECURED CLAIMS VOTING IN CLASS 4

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan") as set forth in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* as may be amended, supplemented, or modified, the "Disclosure Statement"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [•] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving these voting instructions (the "Voting Instructions") because you are a holder of a Second Lien Secured Claim as of January 11, 2017 (the "Voting Record Date") in the amount, and against the Debtor, listed below. Accordingly, you have a right to vote your Second Lien Secured Claim in Class 4 to accept or reject the Plan.

Customized Voting Website Log-In Information:

GCG Record Number	Ballot Control Number

Second Lien Secured Claim Amount

$_____

Debtor: _____

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

Your rights are described in the Disclosure Statement. You may view the Disclosure Statement, Plan, Disclosure Statement Order, and Solicitation Procedures by accessing the Debtors' restructuring website at http://cases.gcginc.com/SamsonRestructuring/ or referring to the CD-ROM, for the Disclosure Statement and Plan, that you received as part of the Solicitation Package. If you desire paper copies, or if you need to obtain additional Solicitation Packages at no charge, you may obtain them from: (a) Garden City Group, LLC (the "Voting and Claims Agent") at no charge by (i) writing to the Voting and Claims Agent at Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (ii) calling the Voting and Claims Agent at 888-547-8096; or (iii) emailing SMNinfo@gardencitygroup.com; or (b) for a fee via PACER at http://www.deb.uscourts.gov.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claims. Your Second Lien Secured Claim has been placed in Class 4, Second Lien Secured Claims, under the Plan. If you hold Claims in other Classes, you will receive Voting Instructions for each additional Class in which you are entitled to vote.

Voting Deadline. All votes on the Plan must be submitted so that they are **actually received** by the Voting and Claims Agent on or before **February 6, 2017, at 5:00 p.m. (ET)**.[2] You are encouraged to submit your vote online through the Debtors' online balloting portal (the "Balloting Portal").

Voting Online. To submit your vote online through the Balloting Portal, please comply with the following instructions.

1st Access the Balloting Portal by visiting the Debtors' dedicated restructuring website at http://cases.gcginc.com/SamsonRestructuring/. Select "Submit a Ballot."

2nd Check the appropriate box certifying that you hold a Claim in a class entitled to vote and select "Submit."

3rd Enter your GCG Record Number, Ballot Control Number (both printed above) and the Verification Code that appears on the screen. Then select "Sign In" to enter the Online Voting Portal.

4th Under Item 1, review and confirm the accuracy of the information including your name, address, and the classification and amount of your Claim for voting purposes. If any change to your contact information is required, please e-mail the Voting and Claims Agent at SMNinfo@gardencitygroup.com stating the "old" information and setting forth the required changes.

5th Under Item 2, check *either* "Accept (vote FOR) the Plan" or "Reject (vote AGAINST) the Plan." Select "Next" to proceed to the next screen.

6th Under Item 3, you will be provided with an opportunity to opt-out of the Third Party Release (which is further detailed below). To opt-out, you must check the "opt-out" box. If you vote to accept the Plan or abstain from voting on the Plan, you will deemed to consent to the Third Party Release. Select "Next" to proceed to the next screen.

7th Under Item 4, sign your name by typing your name on the "Ballot Filed by" line and checking the box to affix your electronic signature to your online vote. Please also provide any contact information that was not included in Item 1. If you are acting on behalf of the voting party, in the "Title/Authorized Agent Name" field you must provide either your title or the name of the authorized agent, as applicable. Once completed, click the "Submit" button. When you click the "Submit" button, your vote and elections are deemed submitted.

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2 The Debtors may extend the Voting Deadline without further order of the Bankruptcy Court.

Shortly after you submit your vote through the Balloting Portal, you will receive an electronic confirmation that your vote has been received by the Voting and Claims Agent.

Voting by Mail. As an **alternative** to voting online through the Balloting Portal, you may submit your vote by mail on a paper ballot (a "Paper Ballot"). **Importantly, however, if you choose to submit your vote by mail instead of online you incur certain risks, including, for example, mailing failures that result in your vote not being timely received (or received at all) by the Voting and Claims Agent.** To vote by mail, you should send the Paper Ballot (i) by first class mail to Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738 or (ii) by courier or hand delivery to Samson Resources Corporation Ballot Processing, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017.

Valid Votes. While completing and submitting votes on the Plan, please note that (i) the Voting and Claims Agent will tabulate each vote that fully complies with the requirements and processes listed in these instructions and the Solicitation Procedures (a copy of which may be obtained at http://cases.gcginc.com/SamsonRestructuring/) (each, a "Valid Vote") and (ii) the Voting and Claims Agent will not tabulate any vote on the Plan that does not comply with the requirements and processes listed in these instructions and the Solicitation Procedures (each, an "Invalid Vote"), unless that Invalid Vote is cured of any defects or irregularities before the Voting Deadline or the Debtors, in their sole discretion, direct the Voting and Claims Agent to tabulate that Invalid Vote.

Third-Party Releases (only applicable to holders that vote to reject the Plan). The Plan includes certain releases, exculpations, and injunctions (the "Third-Party Releases") that are described in detail in the Disclosure Statement. **If you (i) vote to accept the Plan, (ii) are entitled to vote on the Plan and elect not to do so, or (iii) vote to reject the Plan and do not opt out of the Third-Party Releases, you will be deemed to have consented to the Third-Party Releases. If and only if you have voted to reject the Plan, then you may choose to opt out of the Third-Party Releases by checking the appropriate box on the Balloting Portal or a Paper Ballot.**

YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII.F OF THE PLAN BY CHECKING THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION AND WILL NOT IMPACT THE TREATMENT OF YOUR CLAIM UNDER THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND SUBMIT YOUR VOTE WITHOUT CHECKING THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE VIII.F OF THE PLAN. FOR THE AVOIDANCE OF DOUBT, ANY ELECTION TO OPT OUT OF THE THIRD PARTY RELEASE BY A HOLDER OF A CLAIM THAT VOTES TO ACCEPT THE PLAN OR A HOLDER OF A CLAIM THAT IS ALSO A RELEASING PARTY (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT) SHALL BE AUTOMATICALLY DEEMED VOID AB INITIO.

Dated: _____
Wilmington, Delaware

/s/

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Co-Counsel for the Debtors and Debtors in Possession

Exhibit 2C

5 Nominee Voting Instructions

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

INSTRUCTIONS FOR VOTING TO ACCEPT OR REJECT THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

FOR NOMINEES OF BENEFICIAL HOLDERS OF CLASS 5 GENERAL UNSECURED CLAIMS

9.75% SENIOR NOTES DUE 2020

[CUSIP NOS: ___]

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan") as set forth in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* as may be amended, supplemented, or modified, the "Disclosure Statement"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [•] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving these voting instructions (the "Voting Instructions") because you are the Nominee for holder(s) of General Unsecured Claims in Class 5 as of January 11, 2017 (the "Voting Record Date") in the amount listed on your books and records. Accordingly, you have a right to submit votes to accept or reject the Plan on behalf of your Beneficial Holder client(s).

Your Beneficial Holder clients' rights are described in the Disclosure Statement. You may view the Disclosure Statement, Plan, and Disclosure Statement Order by accessing the Debtors' restructuring website at http://cases.gcginc.com/SamsonRestructuring/ or referring to the CD-ROM, for the Disclosure Statement and Plan, that you received as part of the Solicitation Package. If you desire paper copies, or if you need to obtain additional Solicitation Packages at no charge, you may obtain them from: (a) Garden City Group, LLC (the "Voting and Claims Agent") at no charge by (i) writing to the Voting and Claims Agent at Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (ii) calling the Voting and Claims Agent at 888-547-8096; or (iii) emailing SMNinfo@gardencitygroup.com; or (b) for a fee via PACER at http://www.deb.uscourts.gov.

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

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

Deadline to Submit Votes to Nominees. All Beneficial Holders' votes on the Plan must be submitted to their Nominees so that they are **actually received** by the Nominees with sufficient time for their Nominees to submit their votes on the Plan on or before **February 6, 2017, 5:00 p.m. (ET)** (the "Voting Deadline").

Deadline to Submit Votes to Voting and Claims Agent. All Nominees must submit all votes on the Plan so that they are **actually received** by the Voting and Claims Agent no later than the Voting Deadline (the "Agent and Nominee Submission Deadline"). Nominees may submit votes online through the online balloting portal (the "Balloting Portal"), or, as an alternative, by mail, on a Master Ballot.

Voting Online. Nominees are encouraged to submit the aggregated votes of Beneficial Holders through the Balloting Portal in accordance with the following instructions.

1st Access the Online Balloting Portal by visiting the Debtors' dedicated restructuring website at http://cases.gcginc.com/SamsonRestructuring. Select "Submit a Ballot."

2nd Check the appropriate box certifying your authority to submit a Master Ballot on behalf of a DTC Participating Nominee. Select "Submit" to enter the Balloting Portal.

3rd Complete the "Registration for DTC Participating Nominees." You must select the name of the DTC Participating Nominee and the DTC Number for which you are authorized to vote, and provide your contact information as indicated on the screen. Select "Next" to proceed to the next screen.

4th Under Item 1, confirm the information that you previously entered appears correctly and select the appropriate box to certify your authority to vote." Select "Next" to proceed to the next screen.

5th Under Item 2, upload an Excel file that substantially matches the template provided on this screen with fields including (i) your Beneficial Holder client(s) account number(s), (ii) the aggregate principal amount of your Beneficial Holder client(s)' holdings voting to accept or reject the Plan, and (iii) whether your Beneficial Holder client(s) choose to opt-out of the Third-Party Release. In the Summary of Votes section, enter the *total* amount voting to accept the Plan and the total amount voting to reject the Plan in the first row. Enter the total number of your Beneficial Holder client(s) voting to accept the Plan and the total number of your Beneficial Holder client(s) voting to reject the Plan in the second row.

6th Under Item 3, review the information regarding the Third Party Release. **If your client votes against the Plan and you do not indicate that your client has "opted-out," your client will be deemed to consent to the Third-Party Release. For the avoidance of doubt, if your client votes in favor of the Plan or does not vote on the Plan, they will be deemed to have granted the Third-Party Releases.** Select "Next" to proceed to the next screen.

7th Under Item 4, enter the information provided by any Beneficial Holders in your spreadsheet that submitted Class 5 votes through another Nominee including (i) your customer account number for the Beneficial Holder, (ii) the other Nominee's name, (iii) the Beneficial Holder's customer number at the other Nominee, (iv) the principal amount voted through the other Nominee, and (v) the Beneficial Holder's vote through the other Nominee (to accept or reject the Plan).

8th Under Item 5, sign your name by typing your name on the signature line and checking the box to affix your electronic signature to your Master Ballot. Once completed, click the "Submit" button. When you click the "Submit" button, your Master Ballot is deemed submitted.

Submitting Votes by Mail on Master Ballots. As an **alternative** to voting online through the Balloting Portal, you may submit your Master Ballot by mail on a paper ballot (a "Paper Ballot"). **Importantly, however, if you choose to submit your vote by mail instead of online you incur certain risks, including, for example, mailing failures that result in your vote not being timely received (or received at all) by the Voting and Claims Agent.** To vote by mail, complete the Paper Ballot and send it (i) by first class mail to Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738 or (ii) by courier or hand delivery to Samson Resources Corporation Ballot Processing, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017.

Master Ballots should not be sent to the Debtors or their advisors or agents (other than the Voting and Claims Agent). Master Ballots that are not properly submitted will not be counted unless the Debtors specify otherwise in their sole discretion.

Valid Votes. While completing and submitting votes on the Plan, please note that (i) the Voting and Claims Agent will tabulate each vote that fully complies with the requirements and processes listed in these instructions and the Solicitation Procedures (a copy of which may be obtained at http://cases.gcginc.com/SamsonRestructuring/) (each, a "Valid Vote") and (ii) the Voting and Claims Agent will not tabulate any vote on the Plan that does not comply with the requirements and processes listed in these instructions and the Solicitation Procedures (each, an "Invalid Vote"), unless that Invalid Vote is cured of any defects or irregularities before the Voting Deadline or the Debtors, in their sole discretion, direct the Voting and Claims Agent to tabulate that Invalid Vote.

Third-Party Releases (only applicable to holders that vote to reject the Plan). The Plan includes certain releases, exculpations, and injunctions (the "Third-Party Releases") that are described in detail in the Disclosure Statement. **If you (i) vote to accept the Plan, (ii) are entitled to vote on the Plan and elect not to do so, or (iii) vote to reject the Plan and do not opt out of the Third-Party Releases, you will be deemed to have consented to the Third-Party Releases. If and only if you have voted to reject the Plan, then you may choose to opt out of the Third-Party Releases by checking the appropriate box on the Balloting Portal or a Paper Ballot.**

YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII.F OF THE PLAN BY CHECKING THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION AND WILL NOT IMPACT THE TREATMENT OF YOUR CLAIM UNDER THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND SUBMIT YOUR VOTE WITHOUT CHECKING THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE VIII.F OF THE PLAN. FOR THE AVOIDANCE OF DOUBT, ANY ELECTION TO OPT OUT OF THE THIRD PARTY RELEASE BY A HOLDER OF A CLAIM THAT VOTES TO ACCEPT THE PLAN OR A HOLDER OF A CLAIM THAT IS ALSO A RELEASING PARTY (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT) SHALL BE AUTOMATICALLY DEEMED VOID AB INITIO.

Dated: _____
Wilmington, Delaware

/s/ _____

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Co-Counsel for the Debtors and Debtors in Possession

Exhibit 2D

Class 5 Beneficial Holder Voting Instructions

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

BENEFICIAL HOLDER INSTRUCTIONS FOR VOTING TO ACCEPT OR REJECT THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

FOR BENEFICIAL HOLDERS OF CLASS 5 GENERAL UNSECURED CLAIMS

9.75% SENIOR NOTES DUE 2020

CUSIP [___]

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan") as set forth in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* as may be amended, supplemented, or modified, the "Disclosure Statement"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [•] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving these voting instructions (the "Voting Instructions") because you are a holder of a General Unsecured Claim in Class 5 as of January 11, 2017 (the "Voting Record Date") in the amount listed on the books and records of your Nominee. Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement. You may view the Disclosure Statement, Plan, Disclosure Statement Order, and Solicitation Procedures by accessing the Debtors' restructuring website at http://cases.gcginc.com/SamsonRestructuring/ or referring to the CD-ROM, for the Disclosure Statement and Plan, that you received as part of the Solicitation Package. If you desire paper copies, or if you need to obtain additional Solicitation Packages at no charge, you may obtain them from: (a) Garden City Group, LLC (the "Voting and Claims Agent") at no charge by (i) writing to the Voting and Claims Agent at Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (ii) calling the Voting and Claims Agent at 888-547-8096; or (iii) emailing SMNinfo@gardencitygroup.com; or (b) for a fee via PACER at http://www.deb.uscourts.gov. Please be advised that you may not obtain legal advice by contacting the Debtors or the Voting and Claims Agent and you should consult an attorney if you seek such advice.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in

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

Class 5 (General Unsecured Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Voting Instruction for each Class in which you are entitled to vote.

Voting Deadline. All Beneficial Holders' votes on the Plan must be submitted to their Nominees so that they are **actually received** by the Nominees with sufficient time for their Nominees to submit their votes on the Plan on or before **February 6, 2017, at 5:00 p.m. (ET)** (the "Voting Deadline") in the manner requested by the Nominee that delivered these instructions to you.

Other Voting Requirements. The Solicitation Procedures instruct your Nominee to convey to you the information contained in these Voting instructions and other solicitation materials and to collect your vote and other elections via email, telephone, voter information form, or other customary means. You should indicate your decision regarding whether to accept or reject the Plan in that ballot as well as whether you would like to opt out of the Third-Party Releases described therein (which is available only if you vote to reject the Plan). If you vote other Class 5 Claims through another Nominee, you should provide the following information to your Nominee: (i) the name of the other Nominee, (ii) your customer account number at the other Nominee, (iii) the principal amount of Class 5 Claims voted through the other Nominee, and (iv) your vote (to accept or reject the Plan) through the other Nominee. In addition, you must submit your vote and complete it in a manner that is consistent with the Solicitation Procedures described in the motion to approve the Disclosure Statement.

If you submit your vote on the Plan in a timely manner to your Nominee, and in accordance with all of the foregoing, then your Nominee will submit your vote to the Voting and Claims Agent. Please note that (i) the Voting and Claims Agent will tabulate each vote that fully complies with the Solicitation Procedures (a copy of which may be obtained at http://cases.gcginc.com/SamsonRestructuring/) (each, a "Valid Vote") and (ii) the Voting and Claims Agent will not tabulate any vote on the Plan that does not comply with the Solicitation Procedures (each, an "Invalid Vote"), unless that Invalid Vote is cured of any defects or irregularities before the Voting Deadline or the Debtors, in their sole discretion, direct the Voting and Claims Agent to tabulate that Invalid Vote. The Debtors, their counsel, their advisors, and their agents (including the Voting and Claims Agent) shall be under no obligation to notify any party in interest regarding Invalid Votes.

Third-Party Releases (only applicable to holders that vote to reject the Plan). The Plan includes certain releases, exculpations, and injunctions (the "Third-Party Releases") that are described in detail in the Disclosure Statement. **If you (i) vote to accept the Plan, (ii) are entitled to vote on the Plan and elect not to do so, or (iii) vote to reject the Plan and do not opt out of the Third-Party Releases, you will be deemed to have consented to the Third-Party Releases. If and only if you have voted to reject the Plan, then you may choose to opt out of the Third-Party Releases by checking the appropriate box on the Balloting Portal or a Paper Ballot.**

YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII.F OF THE PLAN BY CHECKING THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION AND WILL NOT IMPACT THE TREATMENT OF YOUR CLAIM UNDER THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND SUBMIT YOUR VOTE WITHOUT CHECKING THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE VIII.F OF THE PLAN. FOR THE AVOIDANCE OF DOUBT, ANY ELECTION TO OPT OUT OF THE THIRD PARTY RELEASE BY A HOLDER OF A CLAIM THAT VOTES TO ACCEPT THE PLAN OR A HOLDER OF A CLAIM THAT IS ALSO A RELEASING PARTY (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT) SHALL BE AUTOMATICALLY DEEMED VOID AB INITIO.

Dated: _____
Wilmington, Delaware

/s/ _____

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Co-Counsel for the Debtors and Debtors in Possession

Exhibit 2E

Class 5 Voting Instructions

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

INSTRUCTIONS FOR VOTING TO ACCEPT OR REJECT
THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

FOR HOLDERS OF CLASS 5 GENERAL UNSECURED CLAIMS

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan") as set forth in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* as may be amended, supplemented, or modified, the "Disclosure Statement"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [•] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving these voting instructions (the "Voting Instructions") because you are a holder of a General Unsecured Claim in Class 5 as of January 11, 2017 (the "Voting Record Date") in the amount, and against the Debtor, listed below. Accordingly, you have a right to vote to accept or reject the Plan.

Customized Voting Website Log-In Information:

GCG Record Number	Ballot Control Number

Class 5 Claim Amount

$_____

Debtor: _____

Your rights are described in the Disclosure Statement. You may view the Disclosure Statement, Plan, Disclosure Statement Order, and Solicitation Procedures by accessing the Debtors' restructuring website at http://cases.gcginc.com/SamsonRestructuring/ or referring to the CD-ROM, for the Disclosure Statement and Plan,

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

that you received as part of the Solicitation Package. If you desire paper copies, or if you need to obtain additional Solicitation Packages at no charge, you may obtain them from: (a) Garden City Group, LLC (the "Voting and Claims Agent") at no charge by (i) writing to the Voting and Claims Agent at Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (ii) calling the Voting and Claims Agent at 888-547-8096; or (iii) emailing SMNinfo@gardencitygroup.com; or (b) for a fee via PACER at http://www.deb.uscourts.gov.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 5 (General Unsecured Claims) under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Voting Deadline. All votes on the Plan must be submitted so that they are **actually received** by the Voting and Claims Agent on or before **February 6, 2017, at 5:00 p.m. (ET)**.[2] You are encouraged to submit your vote online through the Debtors' online balloting portal (the "Balloting Portal").

Voting Online. To submit your vote online through the Balloting Portal, please comply with the following instructions.

1st Access the Balloting Portal by visiting the Debtors' dedicated restructuring website at http://cases.gcginc.com/SamsonRestructuring/. Select "Submit a Ballot."

2nd Check the appropriate box certifying that you hold a Claim in a class entitled to vote and select "Submit."

3rd Enter your GCG Record Number, Ballot Control Number (both printed above) and the Verification Code that appears on the screen. Then select "Sign In" to enter the Online Voting Portal.

4th Under Item 1, review and confirm the accuracy of the information including your name, address, and the classification and amount of your Claim for voting purposes. If any change to your contact information is required, please e-mail the Voting and Claims Agent at SMNinfo@gardencitygroup.com stating the "old" information and setting forth the required changes.

5th Under Item 2, check *either* "Accept (vote FOR) the Plan" or "Reject (vote AGAINST) the Plan." Select "Next" to proceed to the next screen.

6th Under Item 3, you will be provided with an opportunity to opt-out of the Third Party Release (which is further detailed below). To opt-out, you must check the "opt-out" box. If you vote to accept the Plan or abstain from voting on the Plan, you will deemed to consent to the Third Party Release. Select "Next" to proceed to the next screen.

7th Under Item 4, sign your name by typing your name on the "Ballot Filed by" line and checking the box to affix your electronic signature to your vote. Please also provide any contact information that was not included in Item 1. If you are acting on behalf of the voting party, in the "Title/Authorized Agent Name" field you must provide either your title or the name of the authorized agent, as applicable. Once completed, click the "Submit" button. When you click the "Submit" button, your vote and elections are deemed submitted.

Shortly after you submit your vote through the Balloting Portal, you will receive an electronic confirmation that your vote has been received by the Voting and Claims Agent.

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2 The Debtors may extend the Voting Deadline without further order of the Bankruptcy Court.

Voting by Mail. As an **alternative** to voting online through the Balloting Portal, you may submit your vote by mail on a paper ballot (a "Paper Ballot"). **Importantly, however, if you choose to submit your vote by mail instead of online you incur certain risks, including, for example, mailing failures that result in your vote not being timely received (or received at all) by the Voting and Claims Agent.** To vote by mail, complete the Paper Ballot and send it (i) by first class mail to Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738 or (ii) by courier or hand delivery to Samson Resources Corporation Ballot Processing, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017.

Valid Votes. While completing and submitting votes on the Plan, please note that (i) the Voting and Claims Agent will tabulate each vote that fully complies with the requirements and processes listed in these instructions and the Solicitation Procedures (a copy of which may be obtained at http://cases.gcginc.com/SamsonRestructuring/) (each, a "Valid Vote") and (ii) the Voting and Claims Agent will not tabulate any vote on the Plan that does not comply with the requirements and processes listed in these instructions and the Solicitation Procedures (each, an "Invalid Vote"), unless that Invalid Vote is cured of any defects or irregularities before the Voting Deadline or the Debtors, in their sole discretion, direct the Voting and Claims Agent to tabulate that Invalid Vote.

Third-Party Releases (only applicable to holders that vote to reject the Plan). The Plan includes certain releases, exculpations, and injunctions (the "Third-Party Releases") that are described in detail in the Disclosure Statement. **If you (i) vote to accept the Plan, (ii) are entitled to vote on the Plan and elect not to do so, or (iii) vote to reject the Plan and do not opt out of the Third-Party Releases, you will be deemed to have consented to the Third-Party Releases. If and only if you have voted to reject the Plan, then you may choose to opt out of the Third-Party Releases by checking the appropriate box on the Balloting Portal or a Paper Ballot.**

YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII.F OF THE PLAN BY CHECKING THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION AND WILL NOT IMPACT THE TREATMENT OF YOUR CLAIM UNDER THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND SUBMIT YOUR VOTE WITHOUT CHECKING THE BOX ON THE BALLOTING PORTAL OR PAPER BALLOT, AS APPLICABLE, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE VIII.F OF THE PLAN. FOR THE AVOIDANCE OF DOUBT, ANY ELECTION TO OPT OUT OF THE THIRD PARTY RELEASE BY A HOLDER OF A CLAIM THAT VOTES TO ACCEPT THE PLAN OR A HOLDER OF A CLAIM THAT IS ALSO A RELEASING PARTY (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT) SHALL BE AUTOMATICALLY DEEMED VOID AB INITIO.

Dated: _____
Wilmington, Delaware

/s/ _____

Domenic E. Pacitti (Del. Bar No. 3989)
Michael W. Yurkewicz (Del. Bar No. 4165)
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James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
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Brad Weiland (admitted *pro hac vice*)
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Co-Counsel for the Debtors and Debtors in Possession

Exhibit 3

Disclosure Statement Hearing Notice

Exhibit 4A

Class 3 Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING TO ACCEPT OR REJECT
THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

CLASS 3 BALLOT FOR HOLDERS OF FIRST LIEN SECURED CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT BY FEBRUARY 6, 2017, AT 5:00 P.M. PREVAILING EASTERN TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan") as set forth in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* as may be amended, supplemented, or modified, the "Disclosure Statement"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [•] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Class 3 ballot (the "Class 3 Ballot") because you are a holder of a First Lien Secured Claim in Class 3 as of January 11, 2017 (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan and/or make certain elections.

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

Your rights are described in the Disclosure Statement. The Disclosure Statement and Plan are included in CD-ROM format in the package (the "Solicitation Package") that you are receiving with this Class 3 Ballot. If you desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Garden City Group, LLC (the "Voting and Claims Agent") at no charge by: (i) accessing the Debtors' restructuring website at http://cases.gcginc.com/SamsonRestructuring/; (ii) writing to the Voting and Claims Agent at Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (iii) calling the Voting and Claims Agent at 888-547-8096; or (iv) emailing SMNinfo@gardencitygroup.com; or (b) for a fee via PACER at http://www.deb.uscourts.gov.

This Class 3 Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Class 3 Ballot in error, or if you believe that you have received the wrong ballot, please contact the Voting and Claims Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement, Plan, and Solicitation Procedures before you vote and make the elections contained herein. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 3, First Lien Secured Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the holder of First Lien Secured Claims in the following aggregate unpaid amount:

$_____
Debtor: _____

Item 2. Vote on Plan.

The holder of the Class 3 First Lien Secured Claim against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

Item 3. Exit RBL Recovery

Pursuant to Article III.B.3 of the Plan, holders of First Lien Secured Claims who vote to accept the Plan will receive their pro rata share of the "Exit RBL Recovery" as their Plan Distribution. Holders who abstain from voting or who vote to reject the Plan will receive the "Exit Term Loan" as their Plan Distribution.

However, a First Lien Secured Claim Holder who votes to reject the Plan may elect to receive the "Exit RBL Recovery" instead of the "Exit Term Loan" as their Plan Distribution.

The holder of the Class 3 First Lien Secured Claim set forth in Item 1 elects to:

☐ **Opt In** to receive the "Exit RBL Recovery"

Item 4. Important information regarding the Third Party Release.

Article VIII.F of the Plan contains the following provision:

Except as otherwise provided in the Plan, as of the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the Debtors, Reorganized Debtors, and Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, or any other transaction relating to any security of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, each of the Sponsors, or the Backstop Parties, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Terms, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Exit Facility, the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; provided that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding any language herein to the contrary, nothing herein is intended or shall release any obligations arising under or that become due under the Exit Facility Documents.

* * *

YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII.F OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX

BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION AND WILL NOT IMPACT THE TREATMENT OF YOUR CLAIM UNDER THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE VIII.F OF THE PLAN. FOR THE AVOIDANCE OF DOUBT, ANY ELECTION TO OPT OUT OF THE THIRD PARTY RELEASE BY A HOLDER OF A CLAIM THAT VOTES TO ACCEPT THE PLAN OR A HOLDER OF A CLAIM THAT IS ALSO A RELEASING PARTY (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT) SHALL BE AUTOMATICALLY DEEMED VOID AB INITIO.

The holder of the Class 3 First Lien Secured Claim set forth in Item 1 elects to:

☐ **Opt Out** of the Third Party Release.

Item 5. Certifications.

By signing this Class 3 Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

(a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the First Lien Secured Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the First Lien Secured Claims being voted;

(b) that the Entity (or in the case of an authorized signatory, the holder) has received a copy of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the Entity has cast the same vote with respect to all First Lien Secured Claims in a single Class; and

(d) that no other Class 3 Ballots with respect to the amount of the First Lien Secured Claims identified in Item 1 have been cast or, if any other Class 3 Ballots have been cast with respect to such First Lien Secured Claims, then any such earlier Class 3 Ballots are hereby revoked.

Name of Holder:	_____ (Print or Type)
Signature:	_____
Name of Signatory:	_____ (If other than holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

If by first class mail:

Samson Resources Corporation
Ballot Processing
c/o GCG
PO Box 10238
Dublin, OH 43017-5738

If by courier or hand delivery:

Samson Resources Corporation
Ballot Processing
c/o GCG
5151 Blazer Parkway
Suite A
Dublin, Ohio 43017

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS CLASS 3 BALLOT **ON OR BEFORE FEBRUARY 6, 2017, AT 5:00 P.M.** PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS 3 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

Class 3 — First Lien Secured Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS 3 BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Class 3 Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Class 3 Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. To ensure that your Class 3 Ballot is counted, you **must either**: (a) complete and submit this hard copy Class 3 Ballot (the "Paper Ballot") or (b) vote through the Debtors' online balloting portal accessible through the Debtors' case website www.GardenCityGroup.com/cases/SamsonRestructuring/. If you submitted a vote through the Balloting Portal you need not submit a Paper Ballot. **Paper Ballots will not be accepted by facsimile or other electronic means.**

4. To ensure that your Class 3 Ballot is counted, you must: (a) complete your Class 3 Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class 3 Ballot; and (c) clearly sign and return your original Class 3 Ballot in the enclosed pre addressed envelope or via first class mail, overnight courier, or hand delivery to Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738, or submission through the online balloting portal in accordance with paragraph 5 below.

5. Your Class 3 Ballot ***must*** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline. **The Voting Deadline is February 6, 2017, at 5:00 p.m.**, prevailing Eastern Time.

6. If a Class 3 Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Class 3 Ballots will not be counted**:

   (a) any Class 3 Ballot that partially rejects and partially accepts the Plan;

   (b) Class 3 Ballots sent to the Debtors, the Debtors' agents (other than the Voting and Claims Agent), any indenture trustee, or the Debtors' financial or legal advisors;

   (c) Class 3 Ballots sent by facsimile or any electronic means;

   (d) any Class 3 Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;

   (e) any Class 3 Ballot cast by an Entity that does not hold a Claim in Class 3;

   (f) any Class 3 Ballot submitted by a holder not entitled to vote pursuant to the Plan;

   (g) any unsigned Class 3 Ballot;

   (h) any non-original Class 3 Ballot; and/or

(i) any Class 3 Ballot not marked to accept or reject the Plan or any Class 3 Ballot marked both to accept and reject the Plan.

7. The method of delivery of Class 3 Ballots to the Voting and Claims Agent is at the election and risk of each holder of a First Lien Secured Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting and Claims Agent **actually receives** the originally executed Class 3 Ballot. In all cases, holders should allow sufficient time to assure timely delivery.

8. If multiple Class 3 Ballots are received from the same holder of a First Lien Secured Claim with respect to the same First Lien Secured Claim prior to the Voting Deadline, the latest, timely received, and properly completed Class 3 Ballot will supersede and revoke any earlier received Class 3 Ballots.

9. You must vote all of your First Lien Secured Claims within Class 3 either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple First Lien Secured Claims within Class 3, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple First Lien Secured Claims within Class 3 for the purpose of counting votes.

10. This Class 3 Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

11. **Please be sure to sign and date your Class 3 Ballot**. If you are signing a Class 3 Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class 3 Ballot.

12. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes **only** your Claims indicated on that ballot, so please complete and return each ballot that you received.

PLEASE MAIL YOUR CLASS 3 BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS 3 BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: 888-547-8096.

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS CLASS 3 BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON FEBRUARY 6, 2017, AT 5:00 P.M. PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

Exhibit 4B

Class 4 Ballot (Second Lien Secured Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING TO ACCEPT OR REJECT THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

BALLOT FOR HOLDERS OF SECOND LIEN SECURED CLAIMS IN CLASS 4

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT BY FEBRUARY 6, 2017, AT 5:00 P.M. PREVAILING EASTERN TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan") as set forth in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* as may be amended, supplemented, or modified, the "Disclosure Statement"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [•] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Class 4 ballot (the "Class 4 Ballot") because you are a holder of a Second Lien Secured Claim as of January 11, 2017 (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan and/or make certain elections.

Your rights are described in the Disclosure Statement. The Disclosure Statement and Plan are included in CD-ROM format in the package (the "Solicitation Package") that you are receiving with this Class 4 Ballot. If you desire

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

paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Garden City Group, LLC (the "Voting and Claims Agent") at no charge by: (i) accessing the Debtors' restructuring website at http://cases.gcginc.com/SamsonRestructuring/; (ii) writing to the Voting and Claims Agent at Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (iii) calling the Voting and Claims Agent at 888-547-8096; or (iv) emailing SMNinfo@gardencitygroup.com; or (b) for a fee via PACER at http://www.deb.uscourts.gov.

This Class 4 Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Class 4 Ballot in error, or if you believe that you have received the wrong ballot, please contact the Voting and Claims Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement, Plan, and Solicitation Procedures before you vote and make the elections contained herein. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Second Lien Secured Claim has been placed in Class 4, Second Lien Secured Claims, under the Plan. If you hold Claims in any other Class, you will receive a ballot for each additional Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the holder of Second Lien Secured Claims in the following aggregate unpaid amount:

$_____
Debtor: _____

Item 2. Vote on Plan.

The holder of the Class 4 Second Lien Secured Claim against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

Item 3. Important information regarding the Third Party Release.

Article VIII.F of the Plan contains the following provision:

Except as otherwise provided in the Plan, as of the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the Debtors, Reorganized Debtors, and Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner

arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, or any other transaction relating to any security of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, each of the Sponsors, or the Backstop Parties, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Terms, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Exit Facility, the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; provided that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding any language herein to the contrary, nothing herein is intended or shall release any obligations arising under or that become due under the Exit Facility Documents.

* * *

YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII.F OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION AND WILL NOT IMPACT THE TREATMENT OF YOUR CLAIM UNDER THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE VIII.F OF THE PLAN. FOR THE AVOIDANCE OF DOUBT, ANY ELECTION TO OPT OUT OF THE THIRD PARTY RELEASE BY A HOLDER OF A CLAIM THAT VOTES TO ACCEPT THE PLAN OR A HOLDER OF A CLAIM THAT IS ALSO A RELEASING PARTY (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT) SHALL BE AUTOMATICALLY DEEMED VOID AB INITIO.

PLEASE MAKE AN ELECTION IN EACH CLASS.

The holder of the Class 4 Second Lien Secured Claim set forth in Item 1 elects to:

☐ **Opt Out** of the Third Party Release.

Item 4. Certifications.

By signing this Class 4 Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

(a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the Second Lien Secured Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Second Lien Secured Claims being voted;

(b) that the Entity (or in the case of an authorized signatory, the holder) has received a copy of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the Entity has cast the same vote with respect to all Second Lien Secured Claims in a single Class; and

(d) that no other Class 4 Ballots with respect to the amount of the Second Lien Secured Claims identified in Item 1 have been cast or, if any other Class 4 Ballots have been cast with respect to such Second Lien Secured Claims, then any such earlier Class 4 Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than holder)

Title: _____

Address: _____

_____

_____

Telephone Number: _____

Email: _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

If by first class mail:

Samson Resources Corporation
Ballot Processing
c/o GCG
PO Box 10238
Dublin, OH 43017-5738

If by courier or hand delivery:

Samson Resources Corporation
Ballot Processing
c/o GCG
5151 Blazer Parkway
Suite A
Dublin, Ohio 43017

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS CLASS 4 BALLOT **ON OR BEFORE FEBRUARY 6, 2017, AT 5:00 P.M.** PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS 4 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

Class 4 — Second Lien Secured Claims

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in this Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Class 4 Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. To ensure that your Class 4 Ballot is counted, you **must either**: (a) complete and submit this hard copy Class 4 Ballot (the "Paper Ballot") or (b) vote through the Debtors' online balloting portal accessible through the Debtors' case website www.GardenCityGroup.com/cases/SamsonRestructuring/. If you submitted a vote through the Balloting Portal you need not submit a Paper Ballot. **Paper Ballots will not be accepted by facsimile or other electronic means.**

4. To ensure that your Class 4 Ballot is counted, you must: (a) complete your Class 4 Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class 4 Ballot; and (c) clearly sign and return your original Class 4 Ballot in the enclosed pre addressed envelope or via first class mail, overnight courier, or hand delivery to Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738, or submission through the online balloting portal in accordance with paragraph 5 below.

5. Your Class 4 Ballot ***must*** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline. **The Voting Deadline is February 6, 2017, at 5:00 p.m.**, prevailing Eastern Time.

6. If a Class 4 Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Class 4 Ballots will not be counted**:

   (a) any Class 4 Ballot that partially rejects and partially accepts the Plan;

   (b) Class 4 Ballots sent to the Debtors, the Debtors' agents (other than the Voting and Claims Agent), any indenture trustee, or the Debtors' financial or legal advisors;

   (c) Class 4 Ballots sent by facsimile or any electronic means;

   (d) any Class 4 Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;

   (e) any Class 4 Ballot cast by an Entity that does not hold a Claim in Class 4;

   (f) any Class 4 Ballot submitted by a holder not entitled to vote pursuant to the Plan;

   (g) any unsigned Class 4 Ballot;

   (h) any non-original Class 4 Ballot; and/or

(i) any Class 4 Ballot not marked to accept or reject the Plan or any Class 4 Ballot marked both to accept and reject the Plan.

7. The method of delivery of Class 4 Ballots to the Voting and Claims Agent is at the election and risk of each holder of a Second Lien Secured Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting and Claims Agent **actually receives** the originally executed Class 4 Ballot. In all cases, holders should allow sufficient time to assure timely delivery.

8. If multiple Class 4 Ballots are received from the same holder of a Second Lien Secured Claim with respect to the same Second Lien Secured Claim prior to the Voting Deadline, the latest, timely received, and properly completed Class 4 Ballot will supersede and revoke any earlier received Class 4 Ballots.

9. You must vote all of your Second Lien Secured Claims within Class 4 either to accept or reject the Plan and may **not** split your votes. Further, if a holder has multiple Second Lien Secured Claims within Class 4, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within the same Classes for the purpose of counting votes.

10. This Class 4 Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

11. **Please be sure to sign and date your Class 4 Ballot**. If you are signing a Class 4 Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class 4 Ballot.

12. If you hold Claims in other Classes under the Plan you may receive additional ballots coded for each different Class. Each ballot votes **only** your Claims indicated on that ballot, so please complete and return each ballot that you received.

PLEASE MAIL YOUR CLASS 4 BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS 4 BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: 888-547-8096.

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS CLASS 4 BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON FEBRUARY 6, 2017, AT 5:00 P.M. PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

Exhibit 4C

Class 5 Master Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

CLASS 5 MASTER BALLOT FOR HOLDERS OF GENERAL UNSECURED CLAIMS

9.75% SENIOR NOTES DUE 2020
CUSIP [_____]

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT BY FEBRUARY 6, 2017, AT 5:00 P.M. PREVAILING EASTERN TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan") as set forth in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* as may be amended, supplemented, or modified, the "Disclosure Statement"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [•] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this master ballot (the "Master Ballot") because you are the Nominee (as defined below) of a Beneficial Holder[2] of Class 5 General Unsecured Claims as of January 11, 2017 (the "Voting Record Date").

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

Class 5 General Unsecured Claims include any Claim against any Debtor that is not otherwise paid in full during the Chapter 11 Cases pursuant to an order of the Court and is not: (a) an Administrative Claim; (b) a Priority Tax Claim; (c) an Other Priority Claim; (d) an Other Secured Claim; (e) a First Lien Secured Claim; (f) a Second Lien Secured Claim; (g) an Intercompany Claim; or (h) a Section 510(b) Claim.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee") for certain Beneficial Holder's Class 5 General Unsecured Claims (the "Class 5 Claims"), to transmit to the Voting and Claims Agent (as defined below) the votes of such Beneficial Holders in respect of their Class 5 Claims to accept or reject the Plan. The CUSIP numbers (the "CUSIPS") for the Class 5 Claims entitled to vote and of which you are the Nominee are identified on Exhibit A attached hereto. This Master Ballot may not be used for any purpose other than for submitting votes with respect to the Plan, elections to opt out of the Third Party Releases, and certifications.

The rights of your Beneficial Holder clients are described in the Disclosure Statement. The Disclosure Statement and Plan are included in CD-ROM format in the package (the "Solicitation Package") that you are receiving with this Class 5 Ballot. If you desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Garden City Group, LLC (the "Voting and Claims Agent") at no charge by: (i) accessing the Debtors' restructuring website at http://cases.gcginc.com/SamsonRestructuring/; (ii) writing to the Voting and Claims Agent at Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (iii) calling the Voting and Claims Agent at 888-547-8096; or (iv) emailing SMNinfo@gardencitygroup.com; or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you believe you have received this Master Ballot in error, please contact the Voting and Claims Agent ***immediately*** at the address, telephone number, or email address set forth above.

YOUR VOTE ON THIS MASTER BALLOT FOR CERTAIN BENEFICIAL HOLDERS OF GENERAL UNSECURED CLAIMS IN CLASS 5 SHALL BE APPLIED TO EACH DEBTOR AGAINST WHOM SUCH BENEFICIAL HOLDERS HAVE A CLASS 5 CLAIM.

You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of email, telephone, a "voting instruction form," or any other customary means in lieu of a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Court may confirm the Plan and thereby bind all holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Voting and Claims Agent ***actually receives*** it on or before the Voting Deadline.

THE VOTING DEADLINE IS ON FEBRUARY 6, 2017, AT 5:00 P.M., PREVAILING EASTERN TIME.

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2 A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through Wells Fargo Bank, N.A., the Indenture Trustee for the Senior Notes.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- ☐ Is a broker, bank, or other nominee for the Beneficial Holders of the aggregate principal amount of the Class 5 Claims listed in Item 2 below, and is the record holder of such bonds, or
- ☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal amount of Class 5 Claims listed in Item 2 below, or
- ☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of Class 5 Claims listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Class 5 Claims described in Item 2.

Item 2. Class 5 Claims Vote on Plan and Item 3. Elections Regarding Third Party Release

The undersigned transmits the following votes, and releases of Beneficial Holders of Class 5 Claims and certifies that the following Beneficial Holders of Class 5 Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (the "Ballots") casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder's Class 5 Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted. If the Beneficial Holder has checked the box on Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Article VIII.F of the Plan, please place an X in the Item 3 column below.

Your Customer Account Number for Each Beneficial Holder of Class 5 Claims of the Voting Class	CUSIP	Principal Amount Held as of Voting Record Date	Item 2 Indicate the vote cast on the Beneficial Holder Ballot by placing an "X" in the appropriate column below.			Item 3 If the box in Item 3 of the Beneficial Holder Ballot (Opt Out of the Third Party Release) was completed, place an "X" in the column below
			Accept the Plan	or	Reject the Plan	
1		$				
2		$				
3		$				
4		$				
TOTALS		$				

Article VIII.F of the Plan contains the following Third Party Release:

Except as otherwise provided in the Plan, as of the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the Debtors, Reorganized Debtors, and Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, or any other transaction relating to any security of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, each of the Sponsors, or the Backstop Parties, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Terms, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Exit Facility, the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; provided that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding any language herein to the contrary, nothing herein is intended or shall release any obligations arising under or that become due under the Exit Facility Documents.

* * *

Item 4. Certification Regarding Other Class 5 Claims Voted.

Indicate in the appropriate column below the information provided by any Beneficial Holders listed in Item 2 regarding any other Class 5 votes submitted through another Nominee, as indicated in Item 4 of the Beneficial Holder Ballot or voting instructions.

Your Customer Account Number	Other Nominee Name	Customer Account Number at Other Nominee	Principal Amount Voted through Other Nominee	Vote on Other Master Ballot (to Accept or Reject the Plan)
			☐	$
			☐	$

Item 5. Certifications.

Upon execution of this Master Ballot, the undersigned certifies that:

(a) it has received a copy of the Solicitation Package and has delivered the same to the Beneficial Holders of the Class 5 Claims listed in Item 2 above;

(b) it has received a completed and signed Beneficial Holder Ballot or instructions from each Beneficial Holder listed in Item 2 of this Master Ballot;

(c) it is the registered holder of all Class 5 Claims listed in Item 2 above being voted, or it has been authorized by each Beneficial Holder of Class 5 Claims listed in Item 2 above to vote on the Plan;

(d) no other Master Ballots with respect to the same Class 5 Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier Master Ballots are hereby revoked;

(e) it has properly disclosed the number of Beneficial Holders of Class 5 Claims who returned a completed Beneficial Holder Ballot or voting instructions and, for each such Beneficial Holder, it has properly disclosed (i) the aggregate principal amount of Class 5 Claims held by such Beneficial Holder on the Voting Record Date, (ii) each such Beneficial Holder's vote on the Plan and election regarding the Third Party Release, (iii) each such Beneficial Holder's certification as to other Class 5 Claims voted, and (iv) the customer account or other identification number; and

(f) it will maintain Beneficial Holder Ballots or other instructions conveying the votes or elections returned by Beneficial Holders of Class 5 Claims (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, if so ordered.

Name of Nominee: _____
(Print or Type)

DTC Participant Number: _____

Name of Proxy Holder or Agent for Nominee (if applicable):

_____
(Print or Type)

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

_____

_____

Date Completed: _____

Telephone: _____

Email Address: _____

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

If by first class mail:

Samson Resources Corporation
Ballot Processing
c/o GCG
PO Box 10238
Dublin, OH 43017-5738

If by courier or hand delivery:

Samson Resources Corporation
Ballot Processing
c/o GCG
5151 Blazer Parkway
Suite A
Dublin, Ohio 43017

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS CLASS 5 MASTER BALLOT **ON OR BEFORE FEBRUARY 6, 2017, AT 5:00 P.M.** PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), THE VOTES TRANSMITTED BY THIS CLASS 5 MASTER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

Class 5 — General Unsecured Claims

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon the holders if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. You should immediately distribute the Beneficial Holder Ballots and the Solicitation Package to all Beneficial Holders of Class 5 Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You many distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of email, telephone, "voting instruction form," or any other customary and accepted means of collecting votes in lieu of a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of a Class 5 Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Voting and Claims Agent, a Master Ballot that reflects the vote of such Beneficial Holders by **February 6, 2017, at 5:00 p.m.** (prevailing Eastern Time) or otherwise validate the Master Ballot in a manner acceptable to the Solicitation Agent.

4. If you are transmitting the votes of any Beneficial Holder of Class 5 Claims other than yourself, you must, within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package or a summary of the information contained therein to the Beneficial Holder of the Class 5 Claim. The Nominee will tabulate the votes of its respective Beneficial Holder clients on this Master Ballot in accordance with these instructions and then return the Master Ballot to the Voting and Claims Agent. The Nominee should advise the Beneficial Holder to return their individual Beneficial Holder Ballots to convey their votes to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Voting and Claims Agent so that the Master Ballot is actually received by the Voting and Claims Agent on or before the Voting Deadline.

5. With regard to any votes returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Voting and Claims Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots or other communication conveying the votes from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Holder Ballots to the Debtors or the Bankruptcy Court.

6. The Master Ballot **must** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline. **The Voting Deadline is February 6, 2017, at 5:00 p.m.**, prevailing Eastern Time.

7. If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Master Ballots will not be counted**:

(a) any Beneficial Holder Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;

(b) any Beneficial Holder Ballot or Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;

(c) any Beneficial Holder Ballot or Master Ballot sent by facsimile or any electronic means;

(d) any unsigned Beneficial Holder Ballot or Master Ballot;

(e) any Beneficial Holder Ballot or Master Ballot that does not contain an original signature;

(f) any Beneficial Holder Ballot or Master Ballot not marked to accept or reject the Plan; and

(g) any Beneficial Holder Ballot or Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.

8. The method of delivery of Master Ballots to the Voting and Claims Agent is at the election and risk of each Nominee of Class 5 Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting and Claims Agent **actually receives** the originally executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.

9. If a Beneficial Holder or Nominee holds a Claim in a Voting Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Beneficial Holder or Nominee has a Claim or Interest, as applicable, in that Voting Class.

10. If multiple Master Ballots are received from the same Nominee with respect to the same Beneficial Holder Ballot belonging to a Beneficial Holder of a Claim prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.

11. The Master Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

12. **Please be sure to sign and date the Master Ballot**. You should indicate that you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Voting and Claims Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.

13. If you are both the Nominee and the Beneficial Holder of any of the Class 5 Claims and you wish to vote such Class 5 Claims, you must convey your vote on a Master Ballot for such Class 5 Claims and you must vote your entire Class 5 Claims to either to accept or reject the Plan and may not split your vote.

14. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class will be aggregated and treated as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; provided, however, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.

15. The following additional rules shall apply to Master Ballots:

(a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Class 5 Claims as of the Record Voting Date, as evidenced by the record and depository listings.

(b) Votes submitted by a Nominee pursuant to a Master Ballot, will not be counted in excess of the record amount of the Class 5 Claims held by such Nominee;

(c) To the extent that conflicting votes or "overvotes" are submitted by a Nominee pursuant to a Master Ballot, the Voting and Claims Agent will attempt to reconcile discrepancies with the Nominee;

(d) To the extent that overvotes on a Master Ballot are not reconcilable prior to the preparation of the vote certification, the Voting and Claims Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated holder Ballots that contained the overvote, but only to the extent of the Nominee's position in Class 5 Claims; and

(e) For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Voting and Claims Agent may be asked to adjust such principal amount to reflect the claim amount.

PLEASE MAIL YOUR MASTER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: 888-547-8096.

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS FEBRUARY 6, 2017, AT 5:00 P.M. PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), THE VOTES TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

Exhibit 4D

Class 5 Beneficial Holder Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

CLASS 5 BALLOT FOR BENEFICIAL HOLDERS OF GENERAL UNSECURED CLAIMS

9.75% SENIOR NOTES DUE 2020
CUSIP [_____]

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THIS BALLOT.

YOU MUST SUBMIT YOUR VOTE TO YOUR BROKER, BANK, OR OTHER NOMINEE OR AN AGENT OF A BROKER, BANK, OR OTHER NOMINEE THAT HOLDS YOUR SENIOR NOTES THROUGH DTC IN "STREET NAME" (EACH OF THE FOREGOING, A "NOMINEE") BY EITHER (I) COMPLETING AND SUBMITTING THIS BENEFICIAL HOLDER BALLOT OR (II) CONVEYING YOUR VOTE VIA ELECTRONIC MAIL, TELEPHONE, INTERNET APPLICATION, FACSIMILE, VOTER INFORMATION FORM ("VIF"), OR OTHER ACCEPTED AND CUSTOMARY MEANS OF DELIVERING SUCH INFORMATION TO YOUR NOMINEE.

YOU MUST SUBMIT YOUR VOTE TO YOUR NOMINEE WITH ENOUGH TIME TO PERMIT YOUR NOMINEE TO COMPILE SUCH INFORMATION ON A MASTER BALLOT AND SUBMIT THE MASTER BALLOT TO THE VOTING AND CLAIMS AGENT SO THAT THE VOTING AND CLAIMS AGENT ACTUALLY RECEIVES THE MASTER BALLOT PRIOR TO FEBRUARY 6, 2017, AT 5:00 P.M., PREVAILING EASTERN TIME (THE "VOTING DEADLINE").

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan") as set forth in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* as may be amended, supplemented, or modified, the "Disclosure Statement"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [•] (the

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

"Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Class 5 ballot for Beneficial Holders[2] (the "Class 5 Beneficial Holder Ballot") because you are a Beneficial Holder of a General Unsecured Claim in Class 5 as of January 11, 2017 (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan and/or make certain elections. You can cast your vote and/or make your elections through this Class 5 Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee"), in accordance with the instructions provided by your Nominee, who will then submit a master ballot (the "Master Ballot") on behalf of the Beneficial Holders of Class 5 Claims.

Your rights are described in the Disclosure Statement. The Disclosure Statement and Plan are included in CD-ROM format in the package (the "Solicitation Package") that you are receiving with this Class 5 Ballot. If you desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Garden City Group, LLC (the "Voting and Claims Agent") at no charge by: (i) accessing the Debtors' restructuring website at http://cases.gcginc.com/SamsonRestructuring/; (ii) writing to the Voting and Claims Agent at Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (iii) calling the Voting and Claims Agent at 888-547-8096; or (iv) emailing SMNinfo@gardencitygroup.com; or (b) for a fee via PACER at http://www.deb.uscourts.gov.

This Class 5 Beneficial Holder Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, electing to opt out of the third party releases, and making certain certifications with respect to the Plan. If you believe you have received this Class 5 Beneficial Holder Ballot in error, or if you believe that you have received the wrong ballot, please contact the Voting and Claims Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 5, General Unsecured Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

In order for your vote to count, your Nominee must receive this Class 5 Beneficial Holder Ballot in sufficient time for your Nominee to include your vote on a Master Ballot that must be received by the Voting and Claims Agent on or before the Voting Deadline, which is **February 6, 2017, at 5:00 p.m.**, prevailing Eastern Time. Please allow sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot recoding your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the holder of Class 5 General Unsecured Claims in the following aggregate principal amount:

$_____

[2] A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominee holding through The Depository Trust Company ("DTC").

Item 2. Vote on Plan.

The Beneficial Holder of the Class 5 General Unsecured Claim against the Debtors set forth in Item 1 votes to (please check one):

☐	**ACCEPT** (vote FOR) the Plan	☐	**REJECT** (vote AGAINST) the Plan

Item 3. Important information regarding the Third Party Release.

Article VIII.F of the Plan contains the following provision:

Except as otherwise provided in the Plan, as of the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the Debtors, Reorganized Debtors, and Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, or any other transaction relating to any security of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, each of the Sponsors, or the Backstop Parties, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Terms, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Exit Facility, the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; provided that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring

Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding any language herein to the contrary, nothing herein is intended or shall release any obligations arising under or that become due under the Exit Facility Documents.

* * *

YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII.F OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION AND WILL NOT IMPACT THE TREATMENT OF YOUR CLAIM UNDER THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE VIII.F OF THE PLAN. FOR THE AVOIDANCE OF DOUBT, ANY ELECTION TO OPT OUT OF THE THIRD PARTY RELEASE BY A HOLDER OF A CLAIM THAT VOTES TO ACCEPT THE PLAN OR A HOLDER OF A CLAIM THAT IS ALSO A RELEASING PARTY (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT) SHALL BE AUTOMATICALLY DEEMED VOID AB INITIO.

The Beneficial Holder of the Class 5 General Unsecured Claim set forth in Item 1 elects to:

☐ **Opt Out** of the Third Party Release.

Item 4. Certification Regarding Other Class 5 Claims Voted.

By completing and returning this Beneficial Holder Ballot or voting instructions, the undersigned Beneficial Noteholder certifies that either: (a) the undersigned has not submitted any other Beneficial Holder Ballots or voting instructions in respect of any additional Class 5 Claims held through other Nominees, or (b) the undersigned has provided the information specified in the following table for all other Class 5 Claims voted through other Nominees (please use additional sheets of paper if necessary):

COMPLETE THIS SECTION ONLY IF YOU HOLD OTHER CLASS 5 CLAIMS IN ADDITION TO THE CLASS 5 CLAIMS IN ITEM 1 OF THIS BENEFICIAL HOLDER BALLOT

Name of Other Nominee	Your Customer Number at Other Nominee	Principal Amount Voted through Other Nominee	Your Other Vote (either to Accept or Reject the Plan)
		$□	
		$□	

Item 5. Certifications.

By signing this Class 5 Beneficial Holder Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

(a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the General Unsecured Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the General Unsecured Claims being voted;

(b) that the Entity (or in the case of an authorized signatory, the holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the Entity has cast the same vote with respect to all General Unsecured Claims in a single Class; and

(d) that no other Class 5 Beneficial Holder Ballots with respect to the amount of the General Unsecured Claims identified in Item 1 have been cast or, if any other Class 5 Beneficial Holder Ballots have been cast with respect to such General Unsecured Claims, then any such earlier Class 5 Beneficial Holder Ballots are hereby revoked.

Name of Holder:	_____ (Print or Type)
Signature:	_____
Name of Signatory:	_____ (If other than holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, HAND DELIVERY, OR ELECTRONIC MAIL SERVICE, IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

IF THE VOTING AND CLAIMS AGENT DOES NOT **ACTUALLY RECEIVE** THE CLASS 5 MASTER BALLOT FILED ON YOUR BEHALF **ON OR BEFORE FEBRUARY 6, 2017**, AT 5:00 P.M. PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS 5 BENEFICIAL HOLDER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

Class 5 — General Unsecured Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS 5 BENEFICIAL HOLDER BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Class 5 Beneficial Holder Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Class 5 Beneficial Holder Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. To ensure that your vote is counted, you must submit your Class 5 Beneficial Holder Ballot to your Nominee so that your Nominee can submit a Master Ballot that reflects your vote so that the Master Ballot is actually received by the Claims and Noticing Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Class 5 Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class 5 Beneficial Holder Ballot; and (c) sign and return the Class 5 Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Voting and Claims Agent is **February 6, 2017, at 5:00 p.m.**, prevailing Eastern Time. Your completed Class 5 Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Claims and Noticing Agent on or before the Voting Deadline.

4. **The following Class 5 Ballots submitted to your Nominee will *not* be counted**:

   (a) any Class 5 Beneficial Holder Ballot that partially rejects and partially accepts the Plan;

   (b) Class 5 Beneficial Holder Ballots sent to the Debtors, the Debtors' agents, any indenture trustee, or the Debtors' financial or legal advisors;

   (c) Class 5 Beneficial Holder Ballots sent by facsimile or any electronic means;

   (d) any Class 5 Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;

   (e) any Class 5 Beneficial Holder Ballot cast by an Entity that does not hold a Claim in Class 5;

   (f) any unsigned Class 5 Beneficial Holder Ballot;

   (g) any Class 5 Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan.

   (h) any non-original Class 5 Beneficial Holder Ballot; and/or

   (i) any Class 5 Beneficial Holder Ballot not marked to accept or reject the Plan or any Class 5 Ballot marked both to accept and reject the Plan.

5. If your Class 5 Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Class 5 Beneficial Holder Ballot to your Nominee. No Class 5 Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents, the Debtors' financial or legal advisors, and if so sent will not be counted.

6. If you deliver multiple Class 5 Beneficial Holder Ballots to the Nominee with respect to the same Claim or Interest prior to the Voting Deadline, the last dated valid Class 5 Beneficial Holder Ballot timely received will supersede and revoke any earlier dated Class 5 Beneficial Holder Ballots.

7. You must vote all of your Claims within Class 5 either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple Claims within Class 5, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within Class 5 for the purpose of counting votes.

8. This Class 5 Beneficial Holder Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

9. **Please be sure to sign and date your Class 5 Beneficial Holder Ballot**. If you are signing a Class 5 Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class 5 Beneficial Holder Ballot.

10. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes **only** your Claims indicated on that ballot, so please complete and return each ballot that you received.

11. The Class 5 Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Claims and Interests should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with a ballot.

PLEASE MAIL YOUR CLASS 5 BENEFICIAL HOLDER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS 5 BENEFICIAL HOLDER BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: 888-547-8096.

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THE CLASS 5 MASTER BALLOT FILED ON YOUR BEHALF ON OR BEFORE FEBRUARY 6, 2017, AT 5:00 P.M. PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS CLASS 5 BENEFICIAL HOLDER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

Exhibit 4E

Class 5 Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING TO ACCEPT OR REJECT
THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES

CLASS 5 BALLOT FOR HOLDERS OF GENERAL UNSECURED CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT BY FEBRUARY 6, 2017, AT 5:00 P.M. PREVAILING EASTERN TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan") as set forth in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* as may be amended, supplemented, or modified, the "Disclosure Statement"). The Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [•] (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Class 5 ballot (the "Class 5 Ballot") because you are a holder of a General Unsecured Claim in Class 5 as of January 11, 2017 (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan and/or make certain elections.

Your rights are described in the Disclosure Statement. The Disclosure Statement and Plan are included in CD-ROM format in the package (the "Solicitation Package") that you are receiving with this Class 5 Ballot. If you desire

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

paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Garden City Group, LLC (the "Voting and Claims Agent") at no charge by: (i) accessing the Debtors' restructuring website at http://cases.gcginc.com/SamsonRestructuring/; (ii) writing to the Voting and Claims Agent at Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (iii) calling the Voting and Claims Agent at 888-547-8096; or (iv) emailing SMNinfo@gardencitygroup.com; or (b) for a fee via PACER at http://www.deb.uscourts.gov.

This Class 5 Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, making certain certifications with respect to the Plan, and electing to opt out of the third party releases. If you believe you have received this Class 5 Ballot in error, or if you believe that you have received the wrong ballot, please contact the Voting and Claims Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 5, General Unsecured Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the holder of General Unsecured Claims in the following aggregate unpaid amount (insert amount in box below):

$_____
Debtor: _____

Item 2. Vote on Plan.

The holder of the General Unsecured Claim against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

Item 3. Important information regarding the Third Party Release.

Article VIII.F of the Plan contains the following provision:

Except as otherwise provided in the Plan, as of the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the Debtors, Reorganized Debtors, and Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548,

and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, or any other transaction relating to any security of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, each of the Sponsors, or the Backstop Parties, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Terms, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Exit Facility, the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; provided that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding any language herein to the contrary, nothing herein is intended or shall release any obligations arising under or that become due under the Exit Facility Documents.

* * *

YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII.F OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION AND WILL NOT IMPACT THE TREATMENT OF YOUR CLAIM UNDER THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE VIII.F OF THE PLAN. FOR THE AVOIDANCE OF DOUBT, ANY ELECTION TO OPT OUT OF THE THIRD PARTY RELEASE BY A HOLDER OF A CLAIM THAT VOTES TO ACCEPT THE PLAN OR A HOLDER OF A CLAIM THAT IS ALSO A RELEASING PARTY (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT) SHALL BE AUTOMATICALLY DEEMED VOID AB INITIO.

The holder of the Class 5 General Unsecured Claim set forth in Item 1 elects to:

☐ **Opt Out** of the Third Party Release.

Item 4. Certifications.

By signing this Class 5 Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

(a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the General Unsecured Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the General Unsecured Claims being voted;

(b) that the Entity (or in the case of an authorized signatory, the holder) has received a copy of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the Entity has cast the same vote with respect to all General Unsecured Claims in a single Class; and

(d) **that no other Class 5 Ballots with respect to the amount of the General Unsecured Claims identified in Item 1 have been cast or, if any other Class 5 Ballots have been cast with respect to such General Unsecured Claims, then any such earlier Class 5 Ballots are hereby revoked.**

Name of Holder:	_____ (Print or Type)
Signature:	_____
Name of Signatory:	_____ (If other than holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

If by first class mail:

Samson Resources Corporation
Ballot Processing
c/o GCG
PO Box 10238
Dublin, OH 43017-5738

If by courier or hand delivery:

Samson Resources Corporation
Ballot Processing
c/o GCG
5151 Blazer Parkway
Suite A
Dublin, Ohio 43017

IF THE VOTING AND CLAIMS AGENT DOES NOT **ACTUALLY RECEIVE** THIS CLASS 5 BALLOT **ON OR BEFORE FEBRUARY 6, 2017**, AT 5:00 P.M. PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS 5 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

Class 5 — General Unsecured Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS 5 BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Class 5 Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Class 5 Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. To ensure that your Class 5 Ballot is counted, you **must either**: (a) complete and submit this hard copy Class 5 Ballot (the "Paper Ballot") or (b) vote through the Debtors' online balloting portal accessible through the Debtors' case website www.GardenCityGroup.com/cases/SamsonRestructuring/. If you submitted a vote through the Balloting Portal you need not submit a Paper Ballot. **Paper Ballots will not be accepted by facsimile or other electronic means.**

4. To ensure that your hard copy Class 5 Ballot is counted, you must: (a) complete your Class 5 Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class 5 Ballot; and (c) clearly sign and return your original Class 5 Ballot in the enclosed pre addressed envelope or via first class mail, overnight courier, or hand delivery to Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738, or submission through the online balloting portal in accordance with paragraph 5 below.

5. Your Class 5 Ballot **must** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline. **The Voting Deadline is February 6, 2017, at 5:00 p.m.**, prevailing Eastern Time.

7. If a Class 5 Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Class 5 Ballots will not be counted**:

   (a) any Class 5 Ballot that partially rejects and partially accepts the Plan;

   (b) Class 5 Ballots sent to the Debtors, the Debtors' agents (other than the Voting and Claims Agent), any indenture trustee, or the Debtors' financial or legal advisors;

   (c) Class 5 Ballots sent by facsimile or any electronic means;

   (d) any Class 5 Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;

   (e) any Class 5 Ballot cast by an Entity that does not hold a Claim in Class 5;

   (f) any Class 5 Ballot submitted by a holder not entitled to vote pursuant on the Plan;

   (g) any unsigned Class 5 Ballot;

   (h) any non-original Class 5 Ballot; and/or

(i) any Class 5 Ballot not marked to accept or reject the Plan or any Class 5 Ballot marked both to accept and reject the Plan.

8. The method of delivery of Class 5 Ballots to the Voting and Claims Agent is at the election and risk of each holder of a General Unsecured Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting and Claims Agent ***actually receives*** the originally executed Class 5 Ballot. In all cases, holders should allow sufficient time to assure timely delivery.

9. If multiple Class 5 Ballots are received from the same holder of a General Unsecured Claim with respect to the same General Unsecured Claim prior to the Voting Deadline, the latest, timely received, and properly completed Class 5 Ballot will supersede and revoke any earlier received Class 5 Ballots.

10. You must vote all of your General Unsecured Claims within Class 5 either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple General Unsecured Claims within Class 5, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple General Unsecured Claims within Class 5 for the purpose of counting votes.

11. This Class 5 Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

12. **Please be sure to sign and date your Class 5 Ballot**. If you are signing a Class 5 Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class 5 Ballot.

13. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes ***only*** your Claims indicated on that ballot, so please complete and return each ballot that you received.

PLEASE MAIL YOUR CLASS 5 BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS 5 BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: 888-547-8096.

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS CLASS 5 BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS FEBRUARY 6, 2017, AT 5:00 P.M. PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

Exhibit 5

Unimpaired Non-Voting Status Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

NOTICE OF NON-VOTING STATUS TO HOLDER OF UNIMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN

PLEASE TAKE NOTICE THAT on [•], the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be modified, amended, or supplemented, the "Plan");[2] (b) approving the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Claim under the Plan, ***you are not entitled to vote on the Plan***. Specifically, under the terms of the Plan, as a holder of a Claim (as currently asserted against the Debtors) that is not Impaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, you are ***not*** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on **February 13, 2017 at 10:00 a.m.**, prevailing Eastern Time, before the Honorable Judge Sontchi, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 5th Floor, Wilmington, Delaware 19801.

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

2 Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **February 9, 2017 at 5:00 p.m.** prevailing Eastern Time (the "Plan Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before **February 9, 2017 at 5:00 p.m.** prevailing Eastern Time:

Co-Counsel to the Debtors	
Paul M. Basta, P.C. Edward O. Sassower, P.C. Joshua A. Sussberg, P.C. **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. Ross M. Kwasteniet Brad Weiland **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654	Domenic E. Pacitti (DE Bar No. 3989) **KLEHR HARRISON HARVEY BRANZBURG LLP** 919 N. Market Street, Suite 1000 Wilmington, Delaware -and - Morton Branzburg **KLEHR HARRISON HARVEY BRANZBURG LLP** 1835 Market Street, Suite 1400 Philadelphia, Pennsylvania 19103
U.S. Trustee	
David L. Buchbinder Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801	
Counsel to the Agent Under the Debtors' First Lien Credit Facility	
Sean T. Scott **MAYER BROWN LLP** 71 South Wacker Drive Chicago, Illinois 60606	Charles S. Kelley **MAYER BROWN LLP** 700 Louisiana Street Suite 3400 Houston, Texas 77002
Counsel to the Agent Under the Debtors' Second Lien Credit Facility	
Ana Alfonso **WILLKIE FARR & GALLAGHER LLP** 787 Seventh Avenue New York, New York 10019	

Co-Counsel to the Committee of Unsecured Creditors	
Thomas E Lauria **WHITE & CASE LLP** 200 South Biscayne Boulevard Miami, Florida 33131 -and- J. Christopher Shore **WHITE & CASE LLP** 1155 Avenue of the Americas New York, New York 10036	Joseph J. Farnan, Jr. **FARNAN LLP** 919 North Market Street, 12th Floor Wilmington, Delaware 19801

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Garden City Group, LLC, the voting and claims agent retained by the Debtors in the Chapter 11 Cases (the "Voting and Claims Agent"), by: (a) calling the Debtors' restructuring hotline at 888-547-8096; (b) visiting the Debtors' restructuring website at: www.GardenCityGroup.com/cases/SamsonRestructuring; and/or (c) writing to GCG, Attn: Samson Resources Corporation, et. al., Ballot Processing, PO Box 10238, Dublin, OH 43017-5738. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.deb.uscourts.gov.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.F. CONTAINS A THIRD-PARTY RELEASE**. PURSUANT TO THE PLAN YOU ARE DEEMED TO ACCEPT THE PLAN AND THEREFORE ARE DEEMED TO HAVE CONSENTED TO THE RELEASES SET FORTH IN ARTICLE VIII.F. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AND CLAIMS AGENT.

Dated: _____
Wilmington, Delaware

/s/

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

-and -

Morton Branzburg (admitted *pro hac vice*)
KLEHR HARRISON HARVEY BRANZBURG LLP
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Philadelphia, Pennsylvania 19103
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Facsimile: (215) 568-6603

-and-

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

-and-

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

Co-Counsel for the Debtors and Debtors in Possession

Exhibit 6

Impaired Non-Voting Status Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

NOTICE OF NON-VOTING STATUS TO HOLDERS OF IMPAIRED CLAIMS AND EQUITY INTERESTS DEEMED TO REJECT THE PLAN

PLEASE TAKE NOTICE THAT on [•], the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be modified, amended, or supplemented, the "Plan");[2] (b) approving the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Claim or Interest under the Plan, ***you are not entitled to vote on the Plan***. Specifically, under the terms of the Plan, as a holder of a Claim or Interest (as currently asserted against the Debtors) that is receiving no distribution under the Plan, you are deemed to reject the Plan pursuant to section 1126(f) of the Bankruptcy Code and are ***not*** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on **February 13, 2017 at 10:00 a.m.**, prevailing Eastern Time, before the Honorable Judge Sontchi, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 5th Floor, Wilmington, Delaware 19801.

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

2 Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **February 9, 2017 at 5:00 p.m.** prevailing Eastern Time (the "Plan Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before **February 9, 2017 at 5:00 p.m.** prevailing Eastern Time:

Co-Counsel to the Debtors	
Paul M. Basta, P.C. Edward O. Sassower, P.C. Joshua A. Sussberg, P.C. **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. Ross M. Kwasteniet Brad Weiland **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654	Domenic E. Pacitti (DE Bar No. 3989) **KLEHR HARRISON HARVEY BRANZBURG LLP** 919 N. Market Street, Suite 1000 Wilmington, Delaware -and - Morton Branzburg **KLEHR HARRISON HARVEY BRANZBURG LLP** 1835 Market Street, Suite 1400 Philadelphia, Pennsylvania 19103
U.S. Trustee	
David L. Buchbinder Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801	
Counsel to the Agent Under the Debtors' First Lien Credit Facility	
Sean T. Scott **MAYER BROWN LLP** 71 South Wacker Drive Chicago, Illinois 60606	Charles S. Kelley **MAYER BROWN LLP** 700 Louisiana Street Suite 3400 Houston, Texas 77002
Counsel to the Agent Under the Debtors' Second Lien Credit Facility	
Ana Alfonso **WILLKIE FARR & GALLAGHER LLP** 787 Seventh Avenue New York, New York 10019	

Co-Counsel to the Committee of Unsecured Creditors	
Thomas E Lauria **WHITE & CASE LLP** 200 South Biscayne Boulevard Miami, Florida 33131 -and- J. Christopher Shore **WHITE & CASE LLP** 1155 Avenue of the Americas New York, New York 10036	Joseph J. Farnan, Jr. **FARNAN LLP** 919 North Market Street, 12th Floor Wilmington, Delaware 19801

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Garden City Group, LLC, the voting and claims agent retained by the Debtors in the Chapter 11 Cases (the "Voting and Claims Agent"), by: (a) calling the Debtors' restructuring hotline at 888-547-8096; (b) visiting the Debtors' restructuring website at: www.GardenCityGroup.com/cases/SamsonRestructuring; and/or (c) writing to Garden City Group, LLC, Attn: Samson Resources Corporation Ballot Processing, PO Box 10238, Dublin, OH 43017-5738. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.deb.uscourts.gov.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.F. CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AND CLAIMS AGENT.

Dated: _____
Wilmington, Delaware

/s/

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

Morton Branzburg (admitted *pro hac vice*)
KLEHR HARRISON HARVEY BRANZBURG LLP
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Philadelphia, Pennsylvania 19103
Telephone: (215) 569-2700
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-and-

Paul M. Basta, P.C. (admitted *pro hac vice*)
Edward O. Sassower, P.C. (admitted *pro hac vice*)
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
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-and-

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Ross M. Kwasteniet (admitted *pro hac vice*)
Brad Weiland (admitted *pro hac vice*)
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Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Co-Counsel for the Debtors and Debtors in Possession

Exhibit 7

Notice to Disputed Claim Holders

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT on [•], the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be modified, amended, or supplemented, the "Plan");[2] (b) approving the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Disclosure Statement, Disclosure Statement Order, the Plan, and other documents and materials included in the Solicitation Package, except ballots, may be obtained at no charge from Garden City Group, LLC, the voting and claims agent retained by the Debtors in these chapter 11 cases (the "Voting and Claims Agent") by: (a) calling the Debtors' restructuring hotline at 888-547-8096; (b) visiting the Debtors' restructuring website at: www.GardenCityGroup.com/cases/SamsonRestructuring; and/or (c) writing to Garden City Group, LLC, Attn: Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.deb.uscourts.gov.

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

2 Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are the holder of a Claim that is subject to a pending objection by the Debtors or a party in interest. **You are not entitled to vote any disputed portion of your Claim on the Plan, unless one or more of the following events have taken place before February 1, 2017, a date that is three (3) business days before the Voting Deadline** (each, a "Resolution Event"):

1. an order of the Bankruptcy Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;

2. an order of the Bankruptcy Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;

3. a stipulation or other agreement is executed between the holder of such Claim and the Debtors temporarily allowing the holder of such Claim to vote its Claim in an agreed upon amount; or

4. the pending objection to such Claim is voluntarily withdrawn by the objecting party.

Accordingly, this notice and the *Notice of Entry of Order Approving (I) Adequacy of the Disclosure Statement, (II) the Solicitation and Notice Procedures, (III) Form of Ballots and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto* are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE THAT if a Resolution Event occurs, then no later than one (1) business day thereafter, the Voting and Claims Agent shall distribute a ballot, and a pre-addressed, postage pre-paid envelope to you, which must be returned to the Voting and Claims Agent no later than the Voting Deadline, which is on February 6, 2017, at 5:00 p.m. (Eastern Time).

PLEASE TAKE FURTHER NOTICE THAT if you have any questions about the status of any of your Claims, you should contact the Voting and Claims Agent in accordance with the instructions provided above.

Dated: _____
Wilmington, Delaware

/s/

Domenic E. Pacitti (Del. Bar No. 3989)
Michael W. Yurkewicz (Del. Bar No. 4165)
KLEHR HARRISON HARVEY BRANZBURG LLP
919 N. Market Street, Suite 1000
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Facsimile: (302) 426-9193

-and -

Morton Branzburg (admitted *pro hac vice*)
KLEHR HARRISON HARVEY BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, Pennsylvania 19103
Telephone: (215) 569-2700
Facsimile: (215) 568-6603

-and-

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

-and-

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

Co-Counsel for the Debtors and Debtors in Possession

Exhibit 8

Cover Letter

[LETTERHEAD]

[DATE]

Via First Class Mail

RE: **In re Samson Resources Corporation, *et al.*,**
Chapter 11 Case No. 15-11934 (CSS) (Jointly Administered)

TO ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN:

Samson Resources Corporation and its affiliated debtors and debtors in possession (collectively, the "Debtors")[1] each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Court") on September 16, 2015.

You have received this letter and the enclosed materials because you are entitled to vote on the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Plan").[2] On [●], the Court entered an order (the "Disclosure Statement Order"): (a) authorizing the Debtors to solicit acceptances for the Plan;[3] (b) approving the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

YOU ARE RECEIVING THIS LETTER BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN. THEREFORE, YOU SHOULD READ THIS LETTER CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

In addition to this cover letter, the enclosed materials comprise your Solicitation Package, and were approved by the Court for distribution to holders of Claims in connection with the solicitation of votes to accept the Plan. The Solicitation Package consists of the following:

a. a copy of the Solicitation Procedures;

---

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

2 Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

3 Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan.

b. a copy of the Voting Instructions, including a customized login and identification PIN for online voting (if applicable);

c. a Paper Ballot;

d. the Plan and Disclosure Statement (in CD-ROM format);

e. this letter;

f. the Order (without exhibits except the Solicitation Procedures and Voting Instructions); and

g. the Confirmation Hearing Notice.

Samson Resources Corporation (on behalf of itself and each of the other Debtors) has approved the filing of the Plan and the solicitation of votes to accept the Plan. The Debtors believe that the acceptance of the Plan is in the best interests of their estates, holders of Claims, and all other parties in interest. Moreover, the Debtors believe that any alternative other than confirmation of the Plan could result in extensive delays and increased administrative expenses, which, in turn, likely would result in smaller distributions (or no distributions) on account of Claims asserted in the Chapter 11 Cases.

THE DEBTORS STRONGLY URGE YOU TO PROPERLY AND TIMELY SUBMIT YOUR BALLOT CASTING A VOTE TO ACCEPT THE PLAN. BALLOTS SHOULD BE SUBMITTED TO THE FOLLOWING ADDRESS:

GARDEN CITY GROUP, LLC
VOTING AND CLAIMS AGENT FOR SAMSON RESOURCES CORPORATION, ET AL.
ATTN: SAMSON RESOURCES CORPORATION BALLOT PROCESSING
C/O GCG
PO BOX 10238
DUBLIN, OH 43017-5738

THE VOTING DEADLINE IS 5:00 P.M. PREVAILING EASTERN TIME ON FEBRUARY 6, 2017

The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions, however, please feel free to contact Garden City Group, LLC, the voting and claims agent retained by the Debtors in the Chapter 11 Cases (the "Voting and Claims Agent"), by: (a) calling the Debtors' restructuring hotline at 888-547-8096; (b) visiting the Debtors' restructuring website at: www.GardenCityGroup.com/cases/SamsonRestructuring; and/or (c) writing to Garden City Group, LLC, Attn: Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.deb.uscourts.gov. Please be advised that the Voting and Claims Agent is authorized to answer questions about, and provide additional copies of solicitation materials, but may ***not*** advise you as to whether you should vote to accept or reject the Plan.

Sincerely,

_____

Samson Resources Corporation on its own behalf and for each of the other eight Debtors

Exhibit 9

Confirmation Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

NOTICE OF HEARING TO CONSIDER
(I) CONFIRMATION OF THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS DEBTOR AFFILIATES AND (II) RELATED VOTING AND OBJECTION DEADLINES

PLEASE TAKE NOTICE THAT the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be modified, amended, or supplemented, the "Plan");[2] (b) approving the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Bankruptcy Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on **February 13, 2017, at 10:00 a.m.** (Eastern Time), before the Honorable Judge Sontchi, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 5th Floor, Wilmington, Delaware 19801.

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

2 Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan.

PLEASE BE ADVISED: THE CONFIRMATION HEARING MAY BE CONTINUED BY EITHER THE BANKRUPTCY COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE BANKRUPTCY COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is January 11, 2017 (the "Voting Record Date"), which is the date for determining which holders of Claims in Classes 3, 4 and 5 are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is February 6, 2017, at 5:00 p.m. (Eastern Time) (the "Voting Deadline"). If you received a Solicitation Package, including a ballot, and intend to vote on the Plan, you ***must***: (a) follow the instructions carefully; (b) complete ***all*** of the required information on the ballot; and (c) execute and return your completed ballot according to and as set forth in detail in the voting instructions so that it is ***actually received*** by the voting and claims agent, Garden City Group, LLC (the "Voting and Claims Agent") on or before the Voting Deadline. ***A failure to follow such instructions may disqualify your vote.***

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS CERTAIN INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS.

SECTION VIII.F OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

Article VIII.F of the Plan contains the following provision:

Except as otherwise provided in the Plan, as of the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the Debtors, Reorganized Debtors, and Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, or any other transaction relating to any security of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the

Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, each of the Sponsors, or the Backstop Parties, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Terms, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Exit Facility, the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; provided that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding any language herein to the contrary, nothing herein is intended or shall release any obligations arising under or that become due under the Exit Facility Documents.

Article VIII.G of the Plan contains the following provision:

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Exculpated Claim; provided that the foregoing "Exculpation" shall have no effect on the liability of any entity that results from any such act or omission that is determined by a Final Order to have constituted gross negligence or willful misconduct. The Exculpated Parties have participated in any and all activities potentially underlying any Exculpated Claim in good faith and in compliance with the applicable laws.

Article VIII.H of the Plan contains the following provision:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released pursuant to Article VIII.E or Article VIII.F of the Plan, discharged pursuant to Article VIII.B of the Plan, or are subject to exculpation pursuant to Article VIII.G of the Plan, are permanently enjoined, from and after the Initial Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Non-Debtor Subsidiaries, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled

pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan. In addition, and without limiting the foregoing, from and after the Initial Effective Date, holders of General Unsecured Claims shall be permanently enjoined from taking any of the foregoing actions against the Debtors, the Non-Debtor Subsidiaries, and the Reorganized Debtors on account of such General Unsecured Claims.

Plan Objection Deadline. The deadline for filing objections to the Plan is February 9, 2017, at 5:00 p.m. (Eastern Time) (the "Plan Objection Deadline"). All objections to the relief sought at the Confirmation Hearing ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Bankruptcy Court; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; ***and*** (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before February 9, 2017, at 5:00 p.m. (Eastern Time):

Co-Counsel to the Debtors	
Paul M. Basta, P.C. Edward O. Sassower, P.C. Joshua A. Sussberg, P.C. **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. Ross M. Kwasteniet Brad Weiland **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654	Domenic E. Pacitti (DE Bar No. 3989) **KLEHR HARRISON HARVEY BRANZBURG LLP** 919 N. Market Street, Suite 1000 Wilmington, Delaware -and - Morton Branzburg **KLEHR HARRISON HARVEY BRANZBURG LLP** 1835 Market Street, Suite 1400 Philadelphia, Pennsylvania 19103
U.S. Trustee	
David L. Buchbinder Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801	
Counsel to the Agent Under the Debtors' First Lien Credit Facility	
Sean T. Scott **MAYER BROWN LLP** 71 South Wacker Drive Chicago, Illinois 60606	Charles S. Kelley **MAYER BROWN LLP** 700 Louisiana Street Suite 3400 Houston, Texas 77002

Counsel to the Agent Under the Debtors' Second Lien Credit Facility
Ana Alfonso **WILLKIE FARR & GALLAGHER LLP** 787 Seventh Avenue New York, New York 10019
Co-Counsel to the Committee of Unsecured Creditors
Thomas E Lauria **WHITE & CASE LLP** 200 South Biscayne Boulevard Miami, Florida 33131 -and- J. Christopher Shore **WHITE & CASE LLP** 1155 Avenue of the Americas New York, New York 10036 Joseph J. Farnan, Jr. **FARNAN LLP** 919 North Market Street, 12th Floor Wilmington, Delaware 19801

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received materials in electronic format), please feel free to contact the Voting and Claims Agent, by: (a) calling the Debtors' restructuring hotline at 888-547-8096; (b) visiting the Debtors' restructuring website at: www.GardenCityGroup.com/cases/SamsonRestructuring; and/or (c) writing to Garden City Group, LLC, Attn: Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.deb.uscourts.gov. Please be advised that the Voting and Claims Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may ***not*** advise you as to whether you should vote to accept or reject the Plan.

Filing the Plan Supplement(s). The Debtors will file the Plan Supplement on or before January 24, 2017 and will serve notice on all holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed their Plan Supplement; (b) list the information contained in their Plan Supplement; and (c) explain how parties may obtain copies of such Plan Supplement.

BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN, SHALL BIND ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.

Dated: January 13, 2017
Wilmington, Delaware

/s/ Domenic E. Pacitti

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

-and -

Morton Branzburg (admitted *pro hac vice*)
KLEHR HARRISON HARVEY BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, Pennsylvania 19103
Telephone: (215) 569-2700
Facsimile: (215) 568-6603

-and-

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

-and-

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

Co-Counsel for the Debtors and Debtors in Possession

Exhibit 10

Plan Supplement Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on [●], United States Bankruptcy Court for the District of Delaware (the "Court") entered an order (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be modified, amended, or supplemented, the "Plan");[2] (b) approving the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order approving the Disclosure Statement, the Debtors filed the Plan Supplement with the Court on January 24, 2017 [Docket No. [●]]. The Plan Supplement contains the following documents (each as defined in the Plan): (a) New Organizational Documents; (b) the Schedule of Rejected Executory Contracts and Unexpired Leases; (c) a list of the Retained Causes of Action; (d) the Management Incentive Plan; (e) a document listing the members of the New Boards; (f) the Stockholders Agreement; (g) the Exit Facility Credit Agreement; (h) the Asset Sales Documentation (to the extent not already Filed and approved by prior order of the Court); (i) the Rights Offering Documents (including without limitation the Backstop Commitment Agreement and the Rights Offering Procedures); and (l) the Settlement Trust Agreement.

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

2 Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on **February 13, 2017 at 10:00 a.m.**, prevailing Eastern Time, before the Honorable Judge Sontchi, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 5th Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **February 9, 2017 at 5:00 p.m.** prevailing Eastern Time (the "Plan Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before **February 9, 2017 at 5:00 p.m.** prevailing Eastern Time:

Co-Counsel to the Debtors	
Paul M. Basta, P.C. Edward O. Sassower, P.C. Joshua A. Sussberg, P.C. **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. Ross M. Kwasteniet Brad Weiland **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654	Domenic E. Pacitti (DE Bar No. 3989) **KLEHR HARRISON HARVEY BRANZBURG LLP** 919 N. Market Street, Suite 1000 Wilmington, Delaware -and - Morton Branzburg **KLEHR HARRISON HARVEY BRANZBURG LLP** 1835 Market Street, Suite 1400 Philadelphia, Pennsylvania 19103
U.S. Trustee	
David L. Buchbinder Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801	
Counsel to the Agent Under the Debtors' First Lien Credit Facility	
Sean T. Scott **MAYER BROWN LLP** 71 South Wacker Drive Chicago, Illinois 60606	Charles S. Kelley **MAYER BROWN LLP** 700 Louisiana Street Suite 3400 Houston, Texas 77002

Counsel to the Agent Under the Debtors' Second Lien Credit Facility
Ana Alfonso **WILLKIE FARR & GALLAGHER LLP** 787 Seventh Avenue New York, New York 10019
Co-Counsel to the Committee of Unsecured Creditors
Thomas E Lauria **WHITE & CASE LLP** 200 South Biscayne Boulevard Miami, Florida 33131 -and- J. Christopher Shore **WHITE & CASE LLP** 1155 Avenue of the Americas New York, New York 10036 Joseph J. Farnan, Jr. **FARNAN LLP** 919 North Market Street, 12th Floor Wilmington, Delaware 19801

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Garden City Group, LLC, the voting and claims agent retained by the Debtors in the Chapter 11 Cases (the "Voting and Claims Agent"), by: (a) calling the Debtors' restructuring hotline at 888-547-8096; (b) visiting the Debtors' restructuring website at: www.GardenCityGroup.com/cases/SamsonRestructuring; and/or (c) writing to Garden City Group, LLC, Attn: Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.deb.uscourts.gov.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.F. CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AND CLAIMS AGENT.

Dated: _____
Wilmington, Delaware

/s/

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

-and -

Morton Branzburg (admitted *pro hac vice*)
KLEHR HARRISON HARVEY BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, Pennsylvania 19103
Telephone: (215) 569-2700
Facsimile: (215) 568-6603

-and-

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

-and-

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

Co-Counsel for the Debtors and Debtors in Possession

Exhibit 11

Notice of Assumption of Executory Contracts and Unexpired Leases

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

NOTICE OF (A) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED BY THE DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH

PLEASE TAKE NOTICE THAT on [•], United States Bankruptcy Court for the District of Delaware (the "Court") entered an order (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be modified, amended, or supplemented, the "Plan");[2] (b) approving the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Assumed Executory Contract and Unexpired Lease List* (the "Assumption Schedule") with the Court as part of the Plan Supplement on January 24, 2017, as contemplated under the Plan. The determination to assume the agreements identified on the Assumption Schedule was made as of [•], 2017 and is subject to revision.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on **February 13, 2017, at 10:00 a.m.**, prevailing Eastern Time, before the Honorable Judge

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

2 Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan.

Sontchi, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 5th Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors' records reflect that you are a party to a contract that is listed on the Assumption Schedule. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan, including the Assumption Schedule.

PLEASE TAKE FURTHER NOTICE that the Debtors are proposing to assume the Executory Contract(s) and Unexpired Lease(s) listed below to which you are a party:[3]

Counterparty Name	Description of Contract	Amount Required to Cure Default Thereunder, If Any

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed in the table above. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no cure amount outstanding for such contract or lease.

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified above will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Debtors in Cash on the Effective Date. In the event of a dispute, however, payment of the cure amount would be made following the entry of a final order(s) resolving the dispute and approving the assumption. If an objection to the proposed assumption or related cure amount is sustained by the Court, however, the Debtors, in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan (including any assumption of an Executory Contract or Unexpired Lease as contemplated in

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[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's schedule of assets and liabilities, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that any Reorganized Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (b) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

the Plan Supplement) is **February 9, 2017 at 5:00 p.m.** prevailing Eastern Time (the "Plan Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before **February 9, 2017 at 5:00 p.m.** prevailing Eastern Time:

Co-Counsel to the Debtors	
Paul M. Basta, P.C. Edward O. Sassower, P.C. Joshua A. Sussberg, P.C. **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. Ross M. Kwasteniet Brad Weiland **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654	Domenic E. Pacitti (DE Bar No. 3989) **KLEHR HARRISON HARVEY BRANZBURG LLP** 919 N. Market Street, Suite 1000 Wilmington, Delaware -and - Morton Branzburg **KLEHR HARRISON HARVEY BRANZBURG LLP** 1835 Market Street, Suite 1400 Philadelphia, Pennsylvania 19103
U.S. Trustee	
David L. Buchbinder Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801	
Counsel to the Agent Under the Debtors' First Lien Credit Facility	
Sean T. Scott **MAYER BROWN LLP** 71 South Wacker Drive Chicago, Illinois 60606	Charles S. Kelley **MAYER BROWN LLP** 700 Louisiana Street Suite 3400 Houston, Texas 77002
Counsel to the Agent Under the Debtors' Second Lien Credit Facility	
Ana Alfonso **WILLKIE FARR & GALLAGHER LLP** 787 Seventh Avenue New York, New York 10019	

Co-Counsel to the Committee of Unsecured Creditors	
Thomas E Lauria **WHITE & CASE LLP** 200 South Biscayne Boulevard Miami, Florida 33131 -and- J. Christopher Shore **WHITE & CASE LLP** 1155 Avenue of the Americas New York, New York 10036	Joseph J. Farnan, Jr. **FARNAN LLP** 919 North Market Street, 12th Floor Wilmington, Delaware 19801

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan in connection with the assumption of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related cure or adequate assurances proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing (or such other date as fixed by the Court).

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption and cure amount.

PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE OF THE DEBTORS OR REORGANIZED DEBTORS ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plans, the Plan Supplement, or related documents, you should contact Garden City Group, LLC the voting and claims agent retained by the Debtors in these Chapter 11 Cases (the "Voting and Claims Agent"), by: (a) calling the Debtors' restructuring hotline at 888-547-8096; (b) visiting the Debtors' restructuring website at: www.GardenCityGroup.com/cases/SamsonRestructuring; and/or (c) writing to Garden City Group, LLC, Attn: Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.deb.uscourts.gov.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.F. CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AND CLAIMS AGENT.

Dated: _____
Wilmington, Delaware

/s/

Domenic E. Pacitti (Del. Bar No. 3989)
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Brad Weiland (admitted *pro hac vice*)
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Co-Counsel for the Debtors and Debtors in Possession

Exhibit 12

Notice of Rejection of Executory Contracts and Unexpired Leases

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SAMSON RESOURCES CORPORATION, *et al.*,[1]	)	Case No. 15-11934 (CSS)
Debtors.	)	(Jointly Administered)

NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE REJECTED BY THE DEBTORS PURSUANT TO THE PLAN

PLEASE TAKE NOTICE THAT on [•], United States Bankruptcy Court for the District of Delaware (the "Court") entered an order (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be modified, amended, or supplemented, the "Plan");[2] (b) approving the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan. **PLEASE TAKE FURTHER NOTICE THAT** the Debtors filed the *Rejected Executory Contract and Unexpired Lease List* (the "Rejection Schedule") with the Court as part of the Plan Supplement on January 24, 2017, as contemplated under the Plan. The determination to reject the agreements identified on the Rejection Schedule was made as of [•], 2017 and is subject to revision.

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

2 Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS' RECORDS REFLECT THAT YOU ARE A PARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT WILL BE REJECTED PURSUANT TO THE PLAN. THEREFORE, YOU ARE ADVISED TO REVIEW CAREFULLY THE INFORMATION CONTAINED IN THIS NOTICE AND THE RELATED PROVISIONS OF THE PLAN.[3]

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on **February 13, 2017, at 10:00 a.m.**, prevailing Eastern Time, before the Honorable Judge Sontchi, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 5th Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT all proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court within ***30 days*** after the date of service of the order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, their Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **February 9, 2017 at 5:00 p.m.** prevailing Eastern Time (the "Plan Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be actually received on or before **February 9, 2017 at 5:00 p.m.** prevailing Eastern Time:

---

[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. Further, the Debtors expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Rejection Schedule and assume such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (b) contest any Claim asserted in connection with rejection of any Executory Contract or Unexpired Lease.

Co-Counsel to the Debtors	
Paul M. Basta, P.C. Edward O. Sassower, P.C. Joshua A. Sussberg, P.C. **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. Ross M. Kwasteniet Brad Weiland **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654	Domenic E. Pacitti (DE Bar No. 3989) **KLEHR HARRISON HARVEY BRANZBURG LLP** 919 N. Market Street, Suite 1000 Wilmington, Delaware -and - Morton Branzburg **KLEHR HARRISON HARVEY BRANZBURG LLP** 1835 Market Street, Suite 1400 Philadelphia, Pennsylvania 19103
U.S. Trustee	
David L. Buchbinder Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801	
Counsel to the Agent Under the Debtors' First Lien Credit Facility	
Sean T. Scott **MAYER BROWN LLP** 71 South Wacker Drive Chicago, Illinois 60606	Charles S. Kelley **MAYER BROWN LLP** 700 Louisiana Street Suite 3400 Houston, Texas 77002
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PLEASE TAKE FURTHER NOTICE THAT any objections to Plan in connection with the rejection of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related rejection damages proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing (or such other date as fixed by the Court).

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Garden City Group, LLP, the voting and claims agent retained by the Debtors in the Chapter 11 Cases (the "Voting and Claims Agent"), by: (a) calling the Debtors' restructuring hotline at 888-547-8096; (b) visiting the Debtors' restructuring website at: www.GardenCityGroup.com/cases/SamsonRestructuring; and/or (c) writing to GCG, Attn: Samson Resources Corporation Ballot Processing, PO Box 10238, Dublin, OH 43107-5738. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.deb.uscourts.gov.

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Dated: _____
Wilmington, Delaware

/s/

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Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT D

Financial Projections

I. FINANCIAL PROJECTIONS

For purposes of demonstrating feasibility of the Plan, the Debtors have prepared the forecasted, post-reorganized, consolidated balance sheet, income statement and statement of cash flows (the "Financial Projections") for the periods ending December 31, 2017 through December 31, 2021 (the "Projection Period"). The Financial Projections were prepared based on a number of assumptions made by the Company's management as to the future performance of Reorganized Samson, and reflect management's judgement and expectations regarding its future operations and financial position.

The Financial Projections are subject to inherent risks and uncertainties, most of which are difficult to predict and many of which are beyond management's control, incident to the exploration for and development, production, gathering and sale of oil, natural gas and natural gas liquids. Factors that may cause actual results to differ from expected results include, but are not limited to:

(i) fluctuations in oil and natural gas prices and the Company's ability to hedge against movements in prices;

(ii) the uncertainty inherent in estimating reserves, future net revenues and discounted future cash flows;

(iii) the timing and amount of future production of oil and natural gas;

(iv) changes in the availability and cost of capital;

(v) environmental, drilling and other operating risks, including liability claims as a result of oil and natural gas operations;

(vi) proved and unproved drilling locations and future drilling plans; and

(vii) the effects of existing and future laws and governmental regulations, including environmental, hydraulic fracturing and climate change regulation.

Should one or more of the risks or uncertainties referenced above occur, or should underlying assumptions prove incorrect, actual results and plans could differ materially from those expressed in the Financial Projections. Further, new factors could cause actual results to differ materially from those described in the Financial Projections, and it is not possible to predict all such factors, or to the extent to which any such factor or combination of factors may cause actual results to differ from those contained in the Financial Projections. The Financial Projections herein are not, and must not be viewed as, a representation of fact, prediction or guaranty of the Company's future performance.

The Financial Projections have not been audited or reviewed by a registered independent accounting firm, and were not prepared with a view toward compliance with the guidelines of the Securities and Exchange Commission, the American Institute of Certified Public Accountants, or the Financial Accounting Standards Board ("FASB"), particularly for reorganization accounting.

II. ACCOUNTING POLICIES

The Financial Projections have been prepared using accounting policies that are materially consistent with those applied in the Debtors' historical financial statements (GAAP consolidated basis). The Financial Projections do not reflect the formal implementation of reorganization accounting pursuant to FASB Accounting Standards Codification Topic 852, *Reorganizations* ("ASC 852"). Overall, the implementation of ASC 852 is not anticipated to have a material impact on the underlying economics of the Plan.

III. GENERAL ASSUMPTIONS

a. Methodology

The Financial Projections were prepared using a bottoms-up approach at the business unit level incorporating multiple sources of information. The Financial Projections are inclusive of the Debtors' restructuring initiatives in 2015, 2016 and 2017.

b. Plan Consummation

The Financial Projections assume that the Plan will be consummated on or around February 28, 2017.

c. Asset Sales

The Financial Projections assume the sale of certain asset packages pursuant to 11 U.S.C. Section 363. Specifically, the Financial Projections assume the sale of the Debtors' Midcontinent East, Midcontinent Central, Midcontinent West, San Juan, Williston and Permian business units (collectively, the "Asset Sales"). The assumed net proceeds for the Asset Sales are approximately $615 million, inclusive of an estimated $47 million of total purchase price adjustments which are assumed to be deducted from the total gross proceeds, attributable to accounting adjustments for the time period between the effective date and closing date of the Asset Sales.

IV. ADJUSTED DECEMBER 31, 2016 BALANCE SHEET AND REORGANIZED PRO FORMA BALANCE SHEET FOR THE PERIODS ENDING DECEMBER 31, 2017 THROUGH DECEMBER 31, 2021

The adjusted January 31, 2017 balance sheet was prepared utilizing the June 30, 2016 balance sheet and projected results of operations and cash flows over the projected period to the assumed emergence date of January 31, 2017.[1] Actual balances may vary from those reflected in the adjusted balance sheet due to variances in projections and potential changes in cash needed to consummate the Plan. The reorganized pro forma balance sheets for the periods ending December 31, 2017 through December 31, 2021 contain certain pro forma adjustments as a result of consummation of the Plan. The reorganized pro forma balance sheets include the debt and other obligations of the Company that remain outstanding after the Effective Date that will be paid in the ordinary course of operations. The estimated pro forma adjustments regarding the equity value of Reorganized Samson, its assets, or estimates of its liabilities as of the Effective Date will be based upon the fair value of its assets and liabilities as of that date, which could be materially different than the values assumed in the foregoing estimates.[2]

($ in millions)	Pre-Reorg	Discharge		Adjustments	New Money / Paydown		Post-Reorg					
	1/31/2017	Debt (A)	Equity (A)	Reorg (B)	Exit RBL (C)	Pre Petition RBL (C)	1/31/2017	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021
CONSOLIDATED BALANCE SHEET												
CURRENT ASSETS												
Cash and Cash Equivalents	736.5	-	-	-	275.0	(942.8)	68.7	10.0	10.0	10.0	10.0	10.0
Accounts Receivable, Net	34.1	-	-	-	-	-	34.1	24.5	34.5	36.8	49.4	53.8
Net Derivative Assets	-	-	-	-	-	-	-	-	-	-	-	-
Prepaids & Other	8.3	-	-	-	-	-	8.3	8.5	8.5	8.5	8.5	8.5
TOTAL CURRENT ASSETS	778.8	-	-	-	275.0	(942.8)	111.0	43.0	53.1	55.4	68.0	72.3
NON CURRENT ASSETS												
Gross Oil and Gas Properties (Full Cost Method)	12,424.8						464.6	495.7	565.4	635.5	717.4	799.9
Less: Accumulated DD&A / Impairment	(12,210.7)						-	(44.5)	(97.3)	(153.3)	(213.0)	(276.2)
Net Oil and Gas Properties (Full Cost Method)	214.0	-	-	250.6	-	-	464.6	451.2	468.0	482.2	504.4	523.7
Gross Other Property, Plant and Equipment	362.8						20.0	20.0	20.0	20.0	20.0	20.0
Less: Accumulated Depreciation	(142.8)						-	(2.2)	(4.6)	(7.0)	(9.4)	(11.8)
Net Other Property, Plant and Equipment	220.0	-	-	(200.0)	-	-	20.0	17.8	15.4	13.0	10.6	8.2
Deferred Charges	-	-	-	-	-	-	-	-	-	-	-	-
Deferred Tax Asset	21.7	-	-	(21.7)	-	-	-	0.9	-	-	-	-
Other Long Term Assets	23.0	-	-	-	-	-	23.0	23.0	23.0	23.0	23.0	23.0
TOTAL NON CURRENT ASSETS	478.7	-	-	28.9	-	-	507.7	492.9	506.5	518.2	538.0	554.9
TOTAL ASSETS	1,257.6	-	-	28.9	275.0	(942.8)	618.7	536.0	559.5	573.6	606.0	627.2
CURRENT LIABILITIES												
Liabilities Subject to Compromise (LSTC)	364.5	-	-	(364.5)	-	-	-	-	-	-	-	-
Accounts Payable	18.4	-	-	-	-	-	18.4	4.7	6.5	6.4	8.0	8.0
Accrued Liabilities	83.0	-	-	(34.9)	-	-	48.1	51.7	55.6	55.5	59.3	60.4
Oil And Gas Revenues Held For Distribution	22.3	-	-	(8.0)	-	-	14.3	13.6	16.8	18.5	23.4	26.6
TOTAL CURRENT LIABILITIES	488.1	-	-	(407.3)	-	-	80.8	69.9	78.9	80.4	90.7	95.0
NON CURRENT LIABILITIES												
Long-Term Debt	4,192.8	(3,250.00)	-	-	275.0	(942.8)	275.0	202.2	213.0	216.2	220.9	209.0
Other Long-Term Liabilities	85.3	-	-	(36.8)	-	-	48.5	51.1	52.3	53.6	55.3	57.0
Deferred Income Taxes	0.0	-	-	(0.0)	-	-	-	-	0.4	3.2	8.9	18.7
Preferred Shares Subject To Mandatory Redemption	-	-	-	-	-	-	-	-	-	-	-	-
Puttable Common Stock	-	-	-	-	-	-	-	-	-	-	-	-
NON CURRENT LIABILITIES	4,278.1	(3,250.0)	-	(36.8)	275.0	(942.8)	323.5	253.3	265.6	273.0	285.1	284.7
TOTAL LIABILITIES	4,766.3	(3,250.0)	-	(444.1)	275.0	(942.8)	404.3	323.2	344.5	353.4	375.8	379.7
SHAREHOLDERS' EQUITY												
Common Stock	8.5	-	(8.5)	-	-	-	-	-	-	-	-	-
Additional Paid-In Capital	4,319.2	-	(4,319.2)	-	-	-	-	-	-	-	-	-
Accumulated Other Comprehensive Income / (Loss)	(17.9)	-	17.9	-	-	-	-	-	-	-	-	-
Retained Earnings	(7,818.5)	3,250.0	4,309.8	473.1	-	-	214.4	212.8	215.0	220.1	230.2	247.5
TOTAL SHAREHOLDERS' EQUITY	(3,508.7)	3,250.0	-	473.1	-	-	214.4	212.8	215.0	220.1	230.2	247.5
TOTAL LIABILITIES & SHAREHOLDERS' EQUITY	1,257.6	-	-	28.9	275.0	(942.8)	618.7	536.0	559.5	573.6	606.0	627.2

[1] Opening liquidity is assumed to range from approximately $42 to $52 million on the Effective Date as a result of incremental sources and uses of cash relating to: a new money investment via an equity rights offering, inclusion of unencumbered assets previously contemplated to be contributed to the Settlement Trust, proceeds from miscellaneous asset sales, an increase in the initial borrow base on the Exit RBL ($280 million), the settlement payment made to unsecured creditors, and the anticipated timing of emergence, among other items.

[2] The above pro forma balance sheet assumes a mid-point Total Enterprise Value of the Reorganized Debtors of $550 million for purposes of determining the fair value of the Reorganized Debtors' assets and liabilities on the Effective Date. Due to the items discussed in footnote 1 above, the Total Enterprise Value of the Reorganized Debtors is now expected to range from $550 to $650 million, with a mid-point of $600 million.

V. ADJUSTED PRO FORMA INCOME STATEMENT FOR THE PERIODS ENDING DECEMBER 31, 2017 THROUGH DECEMBER 31, 2021

($ in millions)

	FY				
	2017	2018	2019	2020	2021
CONSOLIDATED INCOME STATEMENT					
NET REVENUE					
Natural Gas	94.4	106.0	114.8	128.0	144.1
NGL	19.2	16.9	15.2	14.2	13.4
Midstream Income	5.0	5.6	6.1	6.6	7.1
Natural Gas and Natural Gas Liquids Revenue	118.6	128.5	136.1	148.9	164.6
Crude Oil Revenue	36.3	34.9	33.2	31.8	30.6
Operating Revenue	154.9	163.4	169.4	180.7	195.2
Realized Hedges	8.4	-	-	-	-
TOTAL NET REVENUE	163.3	163.4	169.4	180.7	195.2
NET OPERATING EXPENSES					
LOE	58.3	54.7	52.1	50.4	49.1
Severance Tax	6.9	7.1	7.2	7.5	8.0
Ad Valorem Tax	5.6	5.6	5.6	5.8	6.1
DD&A	54.7	55.2	58.4	62.1	65.6
G&A, Net of Recoveries	25.0	25.4	25.7	26.1	26.5
Restructuring	(2.8)	-	-	-	-
TOTAL NET OPERATING EXPENSES	147.7	149.1	150.3	153.7	156.9
INCOME / (LOSS) FROM OPERATIONS	15.6	14.3	19.1	27.0	38.3
Other (Income) Loss[1]	(8,032.8)	-	-	-	-
Interest (Income) Expense	14.2	10.7	11.1	11.3	11.2
INCOME / (LOSS) BEFORE INCOME TAXES	8,034.2	3.5	8.0	15.7	27.1
Income Tax Provision (Benefit)	0.5	1.3	2.9	5.7	9.8
NET INCOME	8,033.7	2.3	5.1	10.1	17.3
ADJUSTED EBITDA					
Net Income	8,033.7	2.3	5.1	10.1	17.3
+ / (-) Interest (Income) Expense	14.2	10.7	11.1	11.3	11.2
+ / (-) Income Tax Provision (Benefit)	0.5	1.3	2.9	5.7	9.8
+ / (-) Gain / Loss on Terminated Futures Contracts	(8.4)	-	-	-	-
+ DD&A	54.7	55.2	58.4	62.1	65.6
+ Restructuring Charges	(2.8)	-	-	-	-
+ Other Non Reoccurring Charges	(8,032.8)	-	-	-	-
ADJUSTED EBITDA	59.0	70.6	78.8	90.9	105.6
EBITDA $ / Mcfe	*1.21*	*1.34*	*1.41*	*1.52*	*1.67*

(1) FY2017 includes impact of fresh start accounting adjustments.

a. Revenue

Total revenue includes: (1) production revenue generated from the exploration for and development, production, gathering and sale of oil, natural gas and natural gas liquids[3], and (2) midstream revenue generated from third party gathering fees charged to the Company's working interest partners. The

[3] Forecasted Operating Revenue displayed above assumes only encumbered oil and gas production volumes. If unencumbered oil and gas production volumes were to be included in the Financial Projections, there would be a slight immaterial increase in the Reorganized Debtors' total production volumes.

production forecast incorporates a July 2017 restart of the Company's operated drilling program. The price forecast incorporates October 31, 2016 strip pricing.[4]

b. Lease Operating Expenses

Lease operating expenses ("LOE") for the Company's PDP reserves are forecasted by business unit ("PDP LOE"). The assumed PDP LOE rate by business unit is based on an analysis of historical run-rate LOE. Beginning in July 2017, the forecasted LOE for the Company's new drilling program is based on a variable rate as well as a fixed cost component per well.

c. Severance & Ad Valorem Taxes

Severance & ad valorem taxes are forecasted at the business-unit level based on tax rates applicable in the jurisdiction of production.

d. G&A, Net of Recoveries

Gross G&A includes: wages and benefits, employee and non-insider bonuses and incentive compensation, insider bonuses and non-compensation expenses. Total wages and benefits are inclusive of the Debtors' operating restructuring initiatives in 2015 and 2016, and planned operating restructuring initiatives in 2017. Gross G&A is reduced by amounts reclassified to LOE and billed to the Company's operated wells under rules established by the Council of Petroleum Accountants Societies, Inc. ("Overhead Recoveries"). Field-level employee compensation expense is classified as LOE. G&A, net of Overhead Recoveries, is forecasted to range from approximately $0.42 / Mcfe to $0.51 / Mcfe over the Projection Period.[5]

e. Restructuring

The incurrence of restructuring charges, such as advisor fees, severance and employee retention programs, is assumed to end upon emergence and thus does not impact the Financial Projections.

f. Interest Expense

Interest expense is based on the Company's estimated post-emergence capital structure, and is assumed to be effective beginning March 1, 2017 or thereafter. The post-emergence capital structure assumes a $280 million initial borrowing base under the first lien Exit RBL facility. The Exit RBL facility bears interest at an annual rate of LIBOR plus 450 basis points when fully drawn, and 50 basis points for any unused commitment.

g. Income Taxes

Income tax benefit/expense is calculated based on the U.S. statutory rate of 35% and a state tax rate of 1%, for a combined rate of 36%. The Company is not expected to be a cash tax payer during the Projection Period.

[4] Since October 31, 2016, there has been an improvement in strip pricing, most notably through the first half of 2018 when compared to December 28, 2016 strip pricing.

[5] The Debtors are assessing certain initiatives which, if progressed, would require the Reorganized Debtors retain certain organizational capabilities which were previously assumed to be discarded. In such case, G&A, net of Overhead Recoveries, may be slightly higher than originally forecasted.

VI. ADJUSTED PRO FORMA STATEMENT OF CASH FLOWS FOR THE PERIODS ENDING DECEMBER 31, 2017 THROUGH DECEMBER 31, 2021

($ in millions)

	FY				
	2017	2018	2019	2020	2021
CONSOLIDATED STATEMENT OF CASH FLOWS					
CASH FLOW FROM OPERATING ACTIVITIES					
Net Income / (Loss)	8,033.7	2.3	5.1	10.1	17.3
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:					
Commodity Derivatives, Net	(8.4)	-	-	-	-
Cash Settlement of Commodity Derivatives, Net	8.4	-	-	-	-
Stock Based Compensation	-	-	-	-	-
DD&A	54.7	55.2	58.4	62.1	65.6
Impairment of Oil And Gas Properties	-	-	-	-	-
Asset Retirement Obligation Accretion	-	1.2	1.3	1.7	1.8
Accretion of Preferred Stock Not Capitalized	-	-	-	-	-
Amortization of Debt Cost Not Capitalized	-	-	-	-	-
Provision For Deferred Income Taxes	0.5	1.3	2.9	5.7	9.8
Other Noncash Items	(8,032.8)	-	-	-	-
Net Change in Operating Assets and Liabilities:					
Accounts Receivable, Net	10.9	(10.0)	(2.3)	(12.6)	(4.4)
Prepaids & Other	-	-	-	-	-
Liabilities Subject to Compromise (LSTC)	-	-	-	-	-
Accounts Payable	(12.6)	1.0	(0.1)	1.1	0.0
Accrued Liabilities	(35.4)	(0.3)	(0.1)	0.9	1.0
Oil And Gas Revenues Held For Distribution	(3.2)	3.2	1.7	4.9	3.2
Deferred Credits and Other Long Term Liabilities	(0.4)	0.0	0.0	0.0	0.0
NET CASH PROVIDED BY OPERATING ACTIVITIES	15.4	53.8	66.8	73.8	94.3
CASH FLOW FROM INVESTING ACTIVITIES					
Capital Expenditures (excluding interest)	(24.3)	(64.6)	(70.1)	(78.5)	(82.4)
Divestiture Proceeds	-	-	-	-	-
NET CASH PROVIDED BY INVESTING ACTIVITIES	(24.3)	(64.6)	(70.1)	(78.5)	(82.4)
CASH FLOW FROM FINANCING ACTIVITIES					
Proceeds From Long Term Debt	0.4	15.1	11.7	13.1	10.3
Repayment of Long Term Debt	(741.0)	(4.3)	(8.5)	(8.4)	(22.2)
NET CASH PROVIDED BY FINANCING ACTIVITIES	(740.6)	10.8	3.3	4.7	(11.9)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	759.6	10.0	10.0	10.0	10.0
CHANGE IN CASH FROM NET ACTIVITIES	(749.6)	(0.0)	(0.0)	(0.0)	0.0
CASH AND CASH EQUIVALENTS AT END OF PERIOD	10.0	10.0	10.0	10.0	10.0

EXHIBIT E

Valuation Analysis

Enterprise Valuation of the Reorganized Debtors

As part of the agreement incorporated into the Plan, management requested that PJT estimate both the total enterprise value (the "Total Enterprise Value") of Reorganized Samson and the value of Reorganized Samson equity (the "Equity Value") to be issued pursuant to the Plan. The estimate of Total Enterprise Value was developed solely for the purpose of the formulation and negotiation of the Plan including analyzing the implied recoveries to holders of claims thereunder. In estimating the Total Enterprise Value of the Company, PJT:

- met with the Company's senior management team to discuss the Company's operations, reserves, and future prospects;
- reviewed the Company's historical financial information;
- reviewed certain of the Company's internal financial and operating data, including the Company's internal reserve reports;
- reviewed the Company's Financial Projections;
- reviewed publicly available 3rd party information including futures curves and research reports regarding future crude oil, natural gas, and natural gas liquids pricing; and
- conducted such other studies, analyses, inquiries and investigations as we deemed appropriate.

PJT assumed that the Financial Projections and other information prepared by the Company's management were prepared both in good faith and on a reasonable basis and were based on management's current best estimates and judgments as to future operating and financial performance. In addition, PJT did not independently verify the Financial Projections or reserve reports, and no independent valuations or appraisals of the Debtors were sought or obtained in connection herewith.

The following is a summary of analyses performed by PJT to arrive at its recommended range of estimated Total Enterprise Value for Reorganized Samson.

(a) Net Asset Value

The net asset value ("NAV") analysis estimates the value of the business by calculating the sum of the present value of cash flows generated by the Company's proved, possible, and probable oil and gas reserves, risked by reserve category and then adjusts for other company-specific attributes. Under this methodology, future cash flows from the Company's reserve report are discounted at an industry standard 10% rate to estimate the aggregate present value. The present value of these cash flows are then risk adjusted based on reserve category as recommended by the Society of Petroleum Evaluation Engineers in its 35th annual survey dated June 2016 (i.e. PDPs 95-100%, PUDs 39.5-70%, probable 15-43%, and possible 5-20%). The value of undeveloped acreage and midstream fees are then added to the present value of the risk adjusted cash flows to determine the gross asset value. The Total Enterprise Value of the firm is then calculated by adjusting the gross asset value for general & administrative costs, capital expenditures not included in the Company's reserve cash flows, and asset retirement obligations.

(b) Orderly Sale Value

The Company, in mid-2016, engaged PJT to market all of the Company's assets as part of a 363 sale process in connection with a chapter 11 plan. As part of this marketing process, PJT reached out to more than 550 parties regarding the nine asset packages that were marketed. The Company ultimately elected to sell six of the nine asset packages and reorganize around the remaining three asset packages (East Texas, Greater Green River, and Powder

River). For those asset packages that the Company elected to not sell and instead reorganize around, the Company received bids which valued the assets in an approximate aggregate range of $425 and $500 million prior to the deductions described below that would reduce the proceeds retained by the Company. For valuation purposes, the aggregate bid range was adjusted downwards to reflect purchase price adjustments should those assets be sold and costs associated with winding down the remaining organization, estimated to be approximately $100 million.

(c) Precedent Transactions Analysis

The precedent transactions analysis estimates the value of a company by examining public and private transactions on both an enterprise and asset level basis. Those enterprise values are commonly expressed as multiples of operating statistics, such as production. While transactions were identified within the basins in which Reorganized Samson operates, most transactions were for assets with characteristics that were different than Reorganized Samson's assets.

(d) Comparable Company Analysis

The comparable company valuation analysis estimates the value of a company based on a relative comparison of other publicly traded companies with similar operating and financial characteristics. Under this methodology, the total enterprise value for each selected public company was calculated by aggregating the value of such comparable company's equity securities observed in the public markets with the amount of outstanding net debt for such comparable company (at market value), including any minority interest and preferred stock. PJT then used the total enterprise value to calculate multiples of EBITDA and production for each of the comparable companies. The Total Enterprise Value of Reorganized Samson is then calculated by applying these financial metrics to the Company's actual operational metrics. The selection of public comparable companies for this purpose was based upon the individual operational performance (mix of assets, business trends), financial performance (operating margins, profitability), reserves (oil vs. gas, classification, life, geographic location), capital structure (leverage, interest expense) and other characteristics that were deemed relevant. Many of the public comparable companies were either (i) significantly larger than Reorganized Samson or (ii) financially distressed.

Total Enterprise and Implied Equity Value

Based upon the analyses described herein, PJT estimated the Total Enterprise Value of the Reorganized Debtors to be approximately $550 million - $650 million, with a mid-point of $600 million. Based on assumed pro forma debt of approximately $240 million and estimated minimum cash of $35 million, the Total Enterprise Value implies an Equity Value range of approximately $275 million - $375 million, with a mid-point of $325 million. The Equity Value range is presented assuming a full subscription for a $60 million new money investment via an equity rights offering.

PJT's estimated Total Enterprise Value of the Company does not constitute a recommendation to any holder of claims, both allowed and proven, as to how such person should vote or otherwise act with respect to the Plan. PJT has not been asked to and does not express any view as to what the trading value of the Company's securities would be when issued pursuant to the Plan or the prices at which they may trade in the future.

PJT's estimate of Total Enterprise Value of the Company reflects the application of standard valuation techniques and does not purport to reflect or constitute appraisals, liquidation values or estimates of the actual market value that may be realized through the sale of any securities to be issued pursuant to the Plan, which may be significantly different than the amounts set forth herein. The value of an operating business is subject to numerous uncertainties and contingencies which are difficult to predict and will fluctuate with changes in factors, such as the recent volatility in oil and gas commodity prices, affecting the financial condition and prospects of such a business.

The estimated Total Enterprise Value range of the Company set forth herein is not necessarily indicative of actual outcomes, which may be significantly more or less favorable than those set forth herein. Neither the Company, nor PJT, nor any other person assumes responsibility for any differences between the Total Enterprise Value range and such actual outcomes. Actual market prices of such securities at issuance will depend upon, among other things, the operating performance of the Company, current and forecasted commodity prices, prevailing interest rates, conditions in financial markets, the anticipated holding period of securities received by prepetition creditors (some of whom may prefer to liquidate their investment rather than hold it on a long-term basis), developments in the Company's industry and economic conditions generally, and other factors which generally influence the prices of securities.

EXHIBIT F

Liquidation Analysis

LIQUIDATION ANALYSIS OF

SAMSON RESOURCES CORPORATION, et al.

I. Overview

Samson Resources Corporation ("Samson") and its affiliated direct and indirect debtor subsidiaries (collectively, the "Debtors"), with the assistance of their restructuring, legal, and financial advisors, have prepared this hypothetical liquidation analysis (this "Liquidation Analysis") in connection with the Plan and the Disclosure Statement.[1] This Liquidation Analysis indicates the estimated recoveries that may be obtained by Holders of Allowed Claims and Interests pursuant to a hypothetical liquidation of the Debtors' assets under Chapter 7 of the Bankruptcy Code. Accordingly, asset values discussed herein may be different than amounts referred to in the Plan, which presumes the reorganization of the Debtors' assets and liabilities under Chapter 11 of the Bankruptcy Code. For ease of illustration and comparison with the estimated recoveries pursuant to the Plan, the estimated liquidation recoveries and proceeds waterfall are presented herein as a summary of all Debtors. However, the hypothetical Chapter 7 liquidation has also been prepared on an entity-by-entity basis for each of the following Debtors: 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.

The determination of the hypothetical proceeds from the liquidation of assets is a highly uncertain process involving the extensive use of estimates and assumptions, which, although considered reasonable by the Debtors and the Debtors' advisors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors. In instances where assumptions and/or methodologies had to be utilized with regard to developing estimates or presenting the treatment of assets and claims that could potentially benefit one Class of Claims as compared to the alternative, an attempt was made to utilize an assumption that was equitable to all affected Claims.

This Liquidation Analysis is based on the assumptions discussed herein, as well as other assumptions inherent to this hypothetical analysis. First, this Liquidation Analysis assumes that the Debtors' Chapter 11 cases are converted to cases under Chapter 7 of the Bankruptcy Code on January 31, 2017 (the "Liquidation Date") and that a Chapter 7 trustee (the "Trustee") is appointed by the Bankruptcy Court on that date to liquidate the Debtors' assets[2]. Second, the book values referenced herein are based on the Debtors' books and records as of June 30, 2016 (unless otherwise noted), and these book values are assumed to be representative of the Debtors' assets and liabilities as of the Liquidation Date, unless stated otherwise.

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[1] Capitalized terms used but not otherwise defined in this Liquidation Analysis have the meanings ascribed to such terms in the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Samson Resources Corporation and its Debtor Affiliates* to which the Liquidation Analysis is attached.

[2] Result of delay of confirmation may result in a shift of the assumed emergence date from January 31, 2017 to February 28, 2017 or thereafter.

THE DEBTORS' LIQUIDATION ANALYSIS WAS PREPARED SOLELY AS A GOOD-FAITH ESTIMATE OF THE PROCEEDS THAT MAY BE GENERATED AS A RESULT OF A HYPOTHETICAL CHAPTER 7 LIQUIDATION OF THE DEBTORS' ASSETS. UNDERLYING THE LIQUIDATION ANALYSIS ARE A NUMBER OF ESTIMATES AND ASSUMPTIONS THAT ARE INHERENTLY SUBJECT TO SIGNIFICANT LEGAL, ECONOMIC, COMPETITIVE, AND OPERATIONAL UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS' MANAGEMENT AND THEIR ADVISORS. ADDITIONALLY, VARIOUS DECISIONS UPON WHICH CERTAIN ASSUMPTIONS ARE BASED ARE SUBJECT TO CHANGE. ACCORDINGLY, THERE CAN BE NO GUARANTEE THAT THE ASSUMPTIONS AND ESTIMATES EMPLOYED IN DETERMINING THE LIQUIDATION VALUES OF THE DEBTORS' ASSETS REFLECT THE ACTUAL VALUES THAT WOULD BE REALIZED IF THE DEBTORS WERE TO UNDERGO AN ACTUAL LIQUIDATION, AND SUCH ACTUAL VALUES COULD VARY MATERIALLY FROM THOSE SHOWN HEREIN. NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTORS UNDER CHAPTER 7 OF THE BANKRUPTCY CODE WOULD OR WOULD NOT APPROXIMATE EITHER THE ASSUMPTIONS ON WHICH THIS LIQUIDATION ANALYSIS IS BASED OR THE RESULTS OF THE LIQUIDATION ANALYSIS REFLECTED HEREIN. THIS ANALYSIS HAS NOT BEEN EXAMINED OR REVIEWED BY INDEPENDENT ACCOUNTANTS IN ACCORDANCE WITH STANDARDS PROMULGATED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS.

NOTHING CONTAINED IN THIS LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THIS LIQUIDATION ANALYSIS. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

II. Purpose of the Analysis

This Liquidation Analysis is included in the Disclosure Statement for the purpose of permitting parties in interest to evaluate whether the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code, also referred to as the "best interests of creditors" test.

Section 1129(a)(7) of the Bankruptcy Code requires that each holder of an impaired allowed claim or interest must either:

- accept the plan; or

- receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under Chapter 7 of the Bankruptcy Code.

A. Overview of Analytical Approach

Except where noted, this Liquidation Analysis is based on the Debtors' consolidating legal entity balance sheets, as of June 30, 2016, with certain asset and liability categories projected as of the Liquidation Date, and represents the Debtors' current estimates for asset recovery in a liquidation prior to application of recovery rates by asset category. Any projected balance sheet amounts presented in this Liquidation Analysis are intended to be a proxy for actual balances on the Liquidation Date (the "Liquidation Balances").

In addition to utilizing values from the Debtors' balance sheets and the Liquidation Balances, this Liquidation Analysis incorporates certain adjustments to account for the effects of the Chapter 7 liquidation process, including post-conversion operating cash flow, costs of winding down the Debtors' estates, employee costs, and payment of professional and trustee fees.

This Liquidation Analysis concludes with a presentation of the overall estimated range of recoveries to Holders of Allowed Claims and Interests in a liquidation based on the distribution of the net proceeds of the liquidation in accordance with the claims waterfall required under Chapter 7 of the Bankruptcy Code. This Liquidation Analysis was prepared before the Debtors have fully evaluated potential Claims against the Debtors or to adjudicate such Claims before the Bankruptcy Court. Accordingly, the amount of the final Allowed Claims against the Debtors' estates may differ from the Claim amounts used in this Liquidation Analysis.

B. Liquidation Process

The Samson Debtors' business liquidation would be conducted in a Chapter 7 environment with the Trustee managing the bankruptcy estates to maximize recovery in an expedited process. The Trustee's first step would be to develop a strategy to generate proceeds from the sale of entity specific assets for distribution to creditors. The three major components of the liquidation would be as follows:

- generation of cash proceeds from asset sales;
- payment of costs related to the liquidation; and
- distribution of net proceeds to claimants.

It is assumed the appointed Chapter 7 trustee will retain lawyers, financial advisors, and investment bankers to assist in the liquidation. This Liquidation Analysis further assumes the assets are marketed on an accelerated timeline and the sale transactions are consummated within three months from the Liquidation Date. Asset values in the liquidation process are assumed to be driven by, among other things: (a) the accelerated time frame in which the assets are marketed and sold; (b) negative partner and vendor reaction; (c) the loss of key personnel; (d) forward commodity price curves; and (e) the general forced nature of the sale.

1. Generation of Cash Proceeds from Assets

The Liquidation Analysis process begins by determining the amounts of proceeds that would be generated from a hypothetical Chapter 7 liquidation. The Trustee would be required to:

- sell or otherwise monetize the assets owned by the Debtors to multiple buyers, which may occur pursuant to sales of asset groups or on a piecemeal basis;
- determine the amount of net proceeds generated during the period from conversion to sale closing;
- reconcile each Class of Claims asserted against the Estates to determine the amount of Allowed Claims per Class; and
- distribute net cash proceeds generated from the sale of all of the Debtors' assets in accordance with the absolute priority rule.

2. Costs to Liquidate the Business and Administer the Estate Under Chapter 7 (Liquidation Adjustments)

The gross amount of cash available in the liquidation would be the sum of proceeds from the disposition of the Debtors' assets and cash held by the Debtors at the time of the commencement of the Chapter 7 cases. This amount would be adjusted by the following cash sources and uses:

- post-Liquidation Date operating cash flow (whether positive or negative) generated through completion of the liquidation;
- costs related to the retention and severance of certain of the Debtors' personnel during the initial three-month liquidation period;
- other costs required to execute the liquidation, assuming a three-month liquidation period followed by a three-month wind-down period;
- trustee, professional, and other administrative fees; and
- Royalty and working interest payments that are not property of the estate, including amounts owed to third-party royalty and working interest holders and drilling advances paid by working interest partners.

3. Distribution of Net Proceeds to Claimants

Any available net proceeds would be allocated to Holders of Claims in strict priority in accordance with section 726 of the Bankruptcy Code:

- Superpriority Carve-Out Claims - includes fees paid to the U.S. Trustee and Clerk of the Bankruptcy Court, and certain Professional Fees;

- Structurally Senior Claims – includes claims from counterparties that are likely able to assert liens on corresponding assets, including certain trade vendors as well as Ad Valorem taxing authorities;

- Secured Claims - includes Claims arising under the Debtors' first and second lien secured credit facilities;

- Superpriority Adequate Protection Claims - includes claims attributed to diminution in the value of collateral of Prepetition Secured Parties (as defined in the Cash Collateral Order).

- Chapter 11 Administrative & Priority Claims - includes Claims for post-petition accounts payable, post-petition accrued expenses, taxes, and employee obligations, Claims arising under section 503(b)(9) of the Bankruptcy Code, and certain Unsecured Claims entitled to priority under section 507 of the Bankruptcy Code;

- General Unsecured Claims - includes unsecured funded debt, prepetition trade Claims, prepetition rejection damages Claims, damages arising from the termination or rejection of the Debtors' various supply agreements or contracts, and numerous other types of prepetition liabilities; and

- Interests - includes Interests in the Debtors.

The claims, costs, expenses, fees and such other claims that may arise in a liquidation case would be paid in full from the distributable Chapter 7 liquidation proceeds before the balance of those proceeds would be made available to pay pre-Chapter 7 priority or unsecured claims. Under the absolute priority rule, no junior creditor would receive any distribution until all senior creditors are paid in full, and no equity holder would receive any distribution until all creditors are paid in full. The assumed distributions to creditors, as reflected in the Liquidation Analysis, are estimated in accordance with the absolute priority rule and consider the location of assets and claims at each Debtor.

III. Summary of Estimated Net Proceeds Methodology and Other Assumptions

A. Cash

Cash at the Debtors is based on cash balances as of June 30, 2016, adjusted for the projected change in cash from June 30, 2016 to the Liquidation Date[3]. All projected cash and equivalents on hand are considered to be recoverable at 100%. Projected cash includes:

- Encumbered Cash: Contains both normal operating cash and certain restricted cash amounts. Restricted cash consists primarily of proceeds from sale of encumbered assets and unwinding hedges.

[3] Projected cash and equivalents figures may change based on shift in emergence date, revisions to liquidity forecast and change in mix between encumbered and unencumbered cash.

- Unencumbered Cash: Consists primarily of proceeds from sales of unencumbered assets and cash flow generated from unencumbered wells.

B. Accounts Receivable

Accounts Receivable balances are based on the projected balance as of the Liquidation Date, adjusted to remove the allowance for doubtful accounts as implied in the liquidation assumptions. The Liquidation Analysis assumes that efforts to recover Accounts Receivable will lead to recoveries between 82% and 91%. Accounts Receivable includes the following categories:

- Product Sales Accounts Receivable: Related to sale of produced oil, natural gas, and natural gas liquids, typically due within 30 days of receipt and are assumed to be highly collectible based on counterparty credit quality and payment history.

- Joint Interest Billings ("JIB") Receivables: Related to reimbursement of operating expense from JIB partners and are assumed to be highly collectible based on the Debtors ability to offset with working interest disbursements.

- Other Accounts Receivable: Includes receivables related to overpayment of joint interest billings to a third-party, post-closing adjustments due from buyers, and ad-valorem taxes paid by Samson on behalf of a third-party. These amounts are assumed to be partially collectible based on type of asset and counterparty credit quality.

C. Prepaid and Other Current Assets

Prepaid balances are based on projected balance as of the Liquidation Date, and include prepayments related to D&O and other insurance policies, royalties, severance taxes, utility deposits, surety bonds, and technology licenses. This Liquidation Analysis assumes recoveries of between 39% and 45% for prepaid and other assets.

D. Derivative Assets

Current and Non-current Derivative Assets balances of $8 million using strip pricing are projected as of the Liquidation Date, and include derivative contracts related to gas production[4]. The Liquidation Analysis assumes recoveries of 100% based on contemplated hedge unwinding.

E. Property, Plant, and Equipment

Property, plant and equipment consists primarily of the following assets:

- Oil and Gas Properties including reserve assets, minerals, leasehold assets and surplus surface equipment; and

[4] May change based on change in pricing.

- Other Property Plant and Equipment including automobiles, computer hardware / software, land, buildings, office equipment, and production equipment (compressors, gathering systems, disposal wells, and other related miscellaneous equipment).

Oil and Gas Properties: The Liquidation Analysis assumes that the Trustee sells or otherwise monetizes the reserves and associated equipment owned by the Debtors after a three-month period. The estimated values realized for such assets reflect, among other things, the following factors:

- long-term supply and demand fundamentals for oil and natural gas;
- projected oil and natural gas prices;
- production and operating performance for each asset;
- operating and maintenance costs for each asset; and
- capital and environmental expenditure requirements.

After a review of the assets, the Debtors and their advisors concluded that the forced sale of the Debtors' assets in the compressed timeframe that may likely prevail during a Chapter 7 liquidation would likely result in a valuation discount relative to "fair value."

Oil and Gas Properties projected book value as of January 31, 2017 was adjusted to represent a Liquidation range of $225 - $384 million for the sale of remaining asset packages: East Texas, Greater Green River and Powder River Basin[5].

In total, the Liquidation Analysis assumes recoveries of between 58% to 100% of the Liquidation Balance for the Oil and Gas Properties.

Other Property Plant and Equipment: Projected book value as of January 31, 2017 was adjusted to represent a Liquidation Balance of $32 million. Valuation of production related assets (compressors, gathering systems, disposal wells and other related miscellaneous equipment) that are tied to Debtors' reserve assets are excluded as the valuation for those assets is implied in the valuation of oil and gas properties described in the section above. For the remaining assets (automobiles, computer hardware / software, land, buildings, office equipment), the Liquidation Analysis assumes recoveries of 19% to 20%.

F. Investments in Subsidiaries

This Liquidation Analysis assumes estimated recoverable value to Samson Investment Company in certain non-Debtor subsidiaries (Cimarron Oilfield Supply; Samson Grace Holdings Enterprises, Inc.) after payment of all liabilities of such non-Debtor subsidiaries. Investments in

[5] Result of delay of confirmation may result in a shift of the emergence date from January 31, 2017 to February 28, 2017 or thereafter and may impact liquidation range.

subsidiaries are assumed to be unencumbered. Investments in subsidiaries assumed to have a liquidation value of $11 – $14 million[6].

G. Other Non-Current Assets

Other Non-Current Assets include the following:

- inventory warehouse stock: Inventory held at Samson or third party yards, consisting of casing and accessories, coil tubing and accessories, line pipe, and wellhead equipment and accessories;
- prepaid drilling costs and other miscellaneous long term prepaid assets;
- long term deposits; and
- capitalized loan commitment fees.

This Liquidation Analysis assumes recoveries of between 35% and 42% for Other Non-Current Assets.

H. Summary of Estimated Liquidation Adjustments

Post-Conversion Cash Flow: This adjustment is based on estimated cash flow generated (used) by individual operating Debtor entities for the period from the Liquidation Date to the end of the three-month asset monetization period, based on the Debtors' Financial Projections. Post-Conversion Cash Flow amounts are allocated to each legal entity based on the ratable gross liquidation proceeds generated by such legal entity[7].

Employee Termination Costs: This adjustment assumes that conversion to a Chapter 7 liquidation will trigger employee termination costs, including severance, accrued and unpaid paid time-off and COBRA. Estimates of costs are based on a range of 50% and 100% of the max obligations owed to non-insiders at the high end and low end of the liquidation range, respectively[8]. Costs are allocated to each legal entity based on the ratable gross liquidation proceeds generated by such legal entity.

Post Asset Sale Estate Wind-Down Costs: This adjustment is based on assumed support functions that would be required for the wind-down of the Debtors' estates following the monetization of the Debtors' assets. These Estate Wind-Down functions are assumed to occur over a three-month period following the asset monetization period. Certain non-essential

[6] Ongoing review and research of oil and gas properties located at Samson Grace Holdings Enterprise, Inc. may result in the reallocation of value from Samson Grace Holdings Enterprise, Inc. to the Debtors.

[7] Post-Conversion Cash Flow may improve materially as a result of an improvement in pricing.

[8] To the extent certain reductions in force occur prior to the termination date, the impact of employee termination costs could be lower.

functions, including corporate development, land administration, engineering and procurement, are assumed to cease upon the conclusion of the asset monetization period and the commencement of the Estate Wind-Down period. All other support functions are assumed to continue at heavily reduced proportions to normal operating environments. These functions are assumed to continue to be scaled back over the three-month Estate Wind-Down period. Certain key employees may be required to be retained by the Debtors' estates, or via a transition services agreement with the buyer(s) of the assets to perform these functions over the three-month Estate Wind-Down period. Estate Wind-Down costs are allocated to each legal entity based on the ratable gross liquidation proceeds generated by such legal entity.

Professional Fees: Includes cost to retain key professionals (attorneys and investment bankers) assumed at 2.5% of liquidation proceeds, excluding cash and derivative assets.

Trustee Fees: Trustee fees necessary to facilitate the sale of the Debtors' businesses likely would be approximately 3% of available liquidation proceeds. These fees would be used for developing marketing materials and facilitating the solicitation process for the parties, in addition to general administrative expenses, such as Trustee's compensation. Pursuant to section 326(a) of the Bankruptcy Code, the Trustee could be entitled to fees of up to three percent 3% of any distributions (including distributions to creditors and other parties in interest, such as professionals) exceeding $1 million.

Royalty and Working Interest Payments: Includes amounts owed to third parties, including amounts owed to third-party royalty and working interest holders, gas imbalances and drilling advances paid by working interest partners.

Post-Conversion Professional Fee Carve Out: Per the cash collateral order, assumed to be zero as included in Professional Fees above.

I. Estimated Claim Amounts

In preparing the Liquidation Analysis, the Debtors have estimated an amount of Allowed Claims for each Class based upon a review of the Debtors' projected balance sheets as of the Liquidation Date, adjusted as discussed herein. The Debtors currently expect the amount of Allowed Claims to generally correspond to the amounts set forth on the Debtors' balance sheets, but there can be no assurances that this convergence will occur. Subject to the following paragraphs, the estimate of all Allowed Claims in the Liquidation Analysis is based on the par value of those Claims on the Debtors' balance sheets.

The Plan contemplates that Holders of Secured Claims will not waive any recoveries on account of any deficiency claim and such Claims will be entitled to share in any distributions Pro Rata with Holders of Unsecured Claims.

A liquidation also is likely to trigger certain Claims that otherwise would not exist. Examples of these kinds of Claims include various potential employee Claims (for such items as potential WARN Act Claims), Claims related to the rejection of unexpired leases and executory contracts, and other potential Allowed Claims. These additional Claims could be significant and some will be entitled to priority in payment over General Unsecured Claims. Those priority Claims may need to be paid in full from the liquidation proceeds before any balance would be

made available to pay General Unsecured Claims or to make any distribution in respect of Interests. No adjustment has been made for these potential claims.

Accordingly, the actual amount of Allowed Claims could be materially different from the amount of Allowed Claims estimated in the Liquidation Analysis. The estimate of the amount of Allowed Claims set forth in the Liquidation Analysis should not be relied upon for any other purpose, including, any determination of the value of any distribution to be made on account of allowed claims under the Plan. Nothing contained in this Liquidation Analysis is intended to be, or constitutes, a concession, admission, or allowance of any Claim by the Debtors. The Debtors reserve all rights to supplement, modify, or amend the analysis set forth herein.

Intercompany balances have been excluded from the Liquidation Analysis as these claims have not been historically settled in the ordinary course, are not evidenced by promissory notes or agreement evidencing the requirement to repay. It is therefore assumed that such claims would be expunged in a Chapter 7 liquidation.

J. Cash Collateral Assumptions

Subject to court approval, the Debtors have agreed to provide adequate protection to the First Lien Secured Parties and the Second Lien Secured Parties, pursuant to sections 361, 363(c)(2) and 363(e) of the Bankruptcy Code, of their interests in the Prepetition Collateral (as defined in the Cash Collateral Order) in an amount equal to the aggregate Postpetition diminution in value of the applicable agent or secured party's interest in the Prepetition Collateral from and after the Petition Date ("Diminution"). This Liquidation Analysis assumes that the adequate protection package negotiated and proposed by the Debtors is approved by the court. Subject to court approval, the proposed adequate protection package for the First Lien Secured Parties includes: (i) superpriority administrative claims pursuant to section 507(b) of the Bankruptcy Code, which claims have priority over all administrative expenses, subject to the Carve Out; (ii) adequate protection liens, including first-priority liens on Unencumbered Property (as defined in the Cash Collateral Order), junior priority liens on certain existing liens, and certain priming liens on the Prepetition Collateral; (iii) adequate protection payments in an amount equal to all accrued and unpaid prepetition or Postpetition interest, fees and costs due and payable under the First Lien Credit Agreement; (iv) reasonable and documented fees and expenses incurred by the First Lien Agent, including the reasonable professional fees, expenses, and disbursements; (v) compliance with various financial reporting requirements; (vi) certain restrictions on asset sales and dispositions; and (vii) compliance with a budget, subject to variances set forth in the Cash Collateral Order.

Subject to court approval, the proposed adequate protection package for the Second Lien Secured Parties includes: (i) superpriority administrative claims pursuant to section 507(b) of the Bankruptcy Code, which claims have priority over all administrative expenses, subject to the Carve Out and the First Lien Secured Parties' superpriority administrative claims; (ii) adequate protection liens, including liens on Unencumbered Property, subject to the adequate protection liens granted to the First Lien Secured Parties; (iii) reasonable and documented fees and expenses incurred by the Second Lien Agent, including the reasonable professional fees, expenses, and disbursements (of counsel and other third-party consultants); (iv) compliance with

various financial reporting requirements; (v) certain restrictions on asset sales and dispositions; and (vi) compliance with a budget, subject to variances set forth in the Cash Collateral Order.

For purposes of the Liquidation Analysis, total Diminution for the period from September 16, 2015 to January 31, 2017, was estimated as the sum of the Unsecured Creditor's Committee professionals' case costs, and estimated at $18 - $24 million[9]. To the extent additional amounts were allowed on account of total Diminution, the resulting impact would be a reduction in distributable value available to administrative and General Unsecured Claims. Alternatively, to the extent these amounts are less, the resulting impact would be an increase in distributable value to administrative and General Unsecured Claims.

K. Unencumbered Assets/Avoidance Actions

Based on the analysis and methodologies described below, the Debtors estimate that there would be approximately $125 - $135 million of unencumbered assets that would be available for distribution in a liquidation, all of which amounts would be distributed first to holders of superpriority administrative claims, then to holders of administrative claims, and then to holders of General Unsecured Claims[10]. Unencumbered assets consist of: unencumbered cash, certain unencumbered oil and gas reserves, surplus machinery and equipment, inventory warehouse stock, surface rights and buildings, and investments in subsidiaries.

This Liquidation Analysis does not include any estimates for recovery in a liquidation by the Trustee on account of certain avoidance actions and other causes of action. The Debtors and Alan Miller, who serves as the disinterested director of each of the Debtors, have been investigating potential causes of action under Chapter 5 of the Bankruptcy Code. To the extent necessary, the liquidation analysis will be updated to reflect the range of potential recoveries, if any, associated with any such Chapter 5 causes of action not otherwise assigned directly to unsecured creditors.

IV. Conclusion

BASED ON THIS HYPOTHETICAL LIQUIDATION ANALYSIS VERSUS THE IMPLIED REORGANIZATION VALUE AND ANTICIPATED DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS AND INTERESTS UNDER THE PLAN, THE DEBTORS' PLAN SATISFIES THE REQUIREMENTS OF 1129(A)(7) OF THE BANKRUPTCY CODE.

[9] High end of range may be greater to the extent there is a shift in emergence date.

[10] Ongoing review and research of oil and gas properties located as Samson Grace Holdings Enterprise, Inc. may result in the reallocation of value from unencumbered to encumbered assets. Conversely, since preparation of this Liquidation Analysis, research has discovered additional unencumbered compressors with anticipated value of approximately $5 million.

In addition, the Debtors believe that the present value of distributions from the liquidation proceeds, to the extent available, may be further reduced because such distributions in a Chapter 7 case may not occur until after the six-month period assumed in the analysis. Moreover, in the event that litigation becomes necessary to resolve claims asserted in the Chapter 7 cases, distributions to creditors could be further delayed, which both decreases the present value of those distributions and increases administrative expenses that could diminish the liquidation proceeds available to prepetition creditors. THE EFFECTS OF THIS DELAY ON THE VALUE OF DISTRIBUTIONS UNDER THE HYPOTHETICAL LIQUIDATION HAVE NOT BEEN CONSIDERED IN THIS LIQUIDATION ANALYSIS.

Upon application of the above assumptions and estimates, the assumed recoveries for the Debtors are summarized in the following tables.

V. Detailed Liquidation Analysis

The table below provides the detailed calculation of the recoveries under a Chapter 7 liquidation. For ease of illustration and comparison with the estimated recoveries pursuant to the Plan, the estimated liquidation recoveries and proceeds waterfall are shown by Debtor grouping. This Liquidation Analysis also demonstrates that the best interests test is satisfied on an entity-by-entity basis by Debtor, as will be established to the extent necessary in connection with the Confirmation process. For the avoidance of doubt, neither the Plan nor this Liquidation Analysis contemplates the substantive consolidation of any of the Debtors' estates.

Samson Resources Corporation
Liquidation Analysis
Consolidated Debtors

($ 000's)

Assets	Notes	6.30.16 Net Book Value (NBV)	1.31.17 Projected NBV	Adjustments	Liquidation Balance	Potential Recovery Recovery Estimate % Low	Potential Recovery Recovery Estimate % High	Potential Recovery Recovery Estimate $ Low	Potential Recovery Recovery Estimate $ High
Gross Liquidation Proceeds:									
Current Assets									
Encumbered Cash		$ 222,253	$ 731,201	$ -	$ 731,201	100%	100%	$ 731,201	$ 731,201
Unencumbered Cash		-	97,074	-	97,074	100%	100%	97,074	97,074
Product Sales AR		44,116	22,006	-	22,006	90%	100%	19,806	22,006
JIB AR		19,443	11,815	-	11,815	90%	95%	10,633	11,224
Income Tax WH AR		224	-	-	-	0%	0%	-	-
Other AR		5,594	4,332	-	4,332	23%	36%	1,006	1,575
Allowance for Doubtful Accounts		(4,437)	(4,437)	4,437	-	0%	0%	-	-
Accounts Receivable, Net		$ 64,940	$ 33,717	$ 4,437	$ 38,154	82%	91%	$ 31,445	$ 34,806
Prepaid Expenses and Other		10,300	8,258	-	8,258	39%	45%	3,238	3,701
Derivative Assets		22,194	7,733	-	7,733	100%	100%	7,733	7,733
Total Current Assets		$ 319,687	$ 877,982	$ 4,437	$ 882,420	99%	99%	$ 870,691	$ 874,515
Property Plant and Equipment, net									
Oil and Gas Properties, Full Cost Method									
Proved Developed Properties		$ 60,739	$ 16,512	$ 367,976	$ 384,488	58%	100%	$ 224,513	$ 384,488
Proved Properties		462,192	125,650	(125,650)	-	0%	0%	-	-
Unproved Properties		264,284	71,847	(71,847)	-	0%	0%	-	-
Oil and Gas Properties		$ 787,214	$ 214,009	$ 170,479	$ 384,488	58%	100%	$ 224,513	$ 384,488
Other Property and Equipment, Net		244,279	218,956	(186,897)	32,059	19%	20%	6,067	6,484
Total Property Plant and Equipment, Net		$ 1,031,494	$ 432,966	$ (16,418)	$ 416,548	55%	94%	$ 230,579	$ 390,972
Other Assets									
Investment in Subsidiaries		$ -	$ -	$ 14,175	$ 14,175	75%	100%	$ 10,659	$ 14,175
Intercompany Receivables		-	-	-	-	0%	0%	-	-
Non-Current Derivative Assets		4,367	-	-	-	0%	0%	-	-
Deferred Charges		80,781	30,585	(30,585)	-	0%	0%	-	-
Inventory - Warehouse Stock & M&E		0	-	1,696	1,696	75%	100%	1,272	1,696
Other Long Term Assets		8,452	8,081	-	8,081	0%	0%	-	-
JV Cash Call		5,113	5,113	-	5,113	48%	57%	2,435	2,907
Deposits		6,344	6,344	-	6,344	67%	77%	4,253	4,887
Non-Current Other		2,724	2,724	-	2,724	17%	19%	455	520
Other Non-Current Assets		$ 22,633	$ 22,262	$ 1,696	$ 23,958	35%	42%	$ 8,415	$ 10,010
Total Other Assets		$ 107,781	$ 52,847	$ (14,714)	$ 38,133	50%	63%	$ 19,073	$ 24,185
Total Assets		$ 1,458,961	$ 1,363,795	$ (26,695)	$ 1,337,100	84%	96%	$ 1,120,344	$ 1,289,672
Less: Liquidation Adjustments									
Post-Conversion Cash Flow								16,213	16,213
Estate Wind-Down Costs								(1,348)	(1,348)
Severance Costs								(10,185)	(5,092)
Post-Conversion Professional Fees								(7,108)	(11,342)
Ch. 7 Trustee Fees								(33,610)	(38,690)
Working Interest and Royalty Payments								(23,192)	(23,192)
Post-Conversion Professional Fee Carve Out								-	-
Total Liquidation Adjustments								(59,230)	(63,451)
Net Liquidation Proceeds Available for Distribution								**1,061,114**	**1,226,221**

Summary of Hypothetical Chapter 7 Waterfall Scenario

($ in 000's)		Claims		Recovery Estimate %		Recovery Estimate $	
		Low	High	Low	High	Low	High
Net Liquidation Proceeds Available for Distribution						**$ 1,061,114**	**$ 1,226,221**
Less: Superpriority Carve-Out Claims	1	$ 16,876	$ 9,272	100.0%	100.0%	16,876	9,272
Remaining Amount Available for Distribution						1,044,238	1,216,949
Less: Unencumbered Asset Adj.						124,559	135,400
Remaining Amount Available for Distribution						919,679	1,081,549
Less: Structurally Senior Claims	2	$ 38,753	$ 38,753	100.0%	100.0%	38,753	38,753
Remaining Amount Available for Distribution						880,927	1,042,797
Less: Class 3: First Lien Secured Claims	3	$ 945,779	$ 945,779	93.1%	100.0%	880,927	945,779
Remaining Amount Available for Distribution						-	97,018
Less: Class 4: Second Lien Secured Claims	4	$ 1,011,528	$ 1,011,528	0.0%	9.6%	-	97,018
Remaining Amount Available for Distribution						-	-
Plus: Unencumbered Asset Adj.						124,559	135,400
Adjusted Remaining Amount Available for Distribution						124,559	135,400
Less: Superpriority Admin. Adequate Protect. Claim	5	$ 24,106	$ 17,923	100.0%	100.0%	24,106	17,923
Remaining Amount Available for Distribution						100,453	117,477
Less: Administrative / Priority Claims							
Administrative Claims	6	$ 27,559	$ 27,559	100.0%	100.0%	27,559	27,559
Priority Tax Claims	7	505	505	100.0%	100.0%	505	505
Total Administrative / Priority Claims		$ 28,064	$ 28,064			28,064	28,064
Remaining Amount Available for Distribution						72,389	89,413
Less: Class 5: General Unsecured Claims							
First Liens (Deficiency Claim)		$ 40,746	$ -	2.1%	0.0%	851	-
Second Liens (Deficiency Claim)		1,011,528	896,586	2.1%	2.7%	21,118	24,207
Admin / Priority Claims (Deficiency Claim)		-	-	0.0%	0.0%	-	-
Unsecured Debt Claims	8	2,379,440	2,379,440	2.1%	2.7%	49,675	64,242
Other General Unsecured Claims	9	35,702	35,702	2.1%	2.7%	745	964
TBD				0.0%	0.0%	-	-
Total General Unsecured Claims		**$ 3,467,415**	**$ 3,311,728**			**72,389**	**89,413**
Remaining Amount Available for Distribution						-	-
Memo: Recovery for First Lien Inclusive of Adequate Protection:		905,033	945,779	95.7%	100.0%		
Memo: Recovery for Second Lien Inclusive of Adequate Protection:		-	114,941	0.0%	11.4%		
Memo: Recovery for Second Lien Inclusive of Deficiency Recovery & Adequate Protection:		21,118	139,148	2.1%	13.8%		

[1] Carve-Out for pre-conversion professional fees per the cash collateral order, estimated at $9-$17 million.
[2] Structurally Senior Claims includes claims from counterparties that are likely able to assert liens on corresponding assets, including certain trade vendors as well as ad valorem taxing authorities.
[3] First Lien Claim reflects current RBL balance of $943 million as well as BMO hedge settlement liability of approximately $3 million.
[4] Reflects outstanding balance of the Term Loan of $1.0 billion plus accrued interest of $11.5 million as of petition date.
[5] Includes claims attributed to diminution in the value of collateral of Pre-Petition Secured Parties as defined in the Cash Collateral Order. Equal to estimated UCC Professional's case costs.
[6] Includes claims for post-petition accounts payable and post-petition accrued expenses.
[7] Includes severance taxes due to various state and local authorities.
[8] Reflects outstanding balance of the Unsecured Notes of $2.25 billion plus accrued interest of $129 million as of petition date.
[9] Estimated based on detailed review of accounts payable. Additionally, includes amounts for estimated accrued management fee which is not expected to be waived in a liquidation.

Name of Plan Class	Description of Class	Claim Amount - ($)	Percentage Recovery		
			Plan	Liquidation - Low	Liquidation - High
Class 1: Other Priority Claims	Any allowed Claim against any Debtor entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.	$ 3,900	100.0%	100.0%	100.0%
Class 2: Other Secured Claims[1]	Any Secured Claim against any Debtor that is not a First Lien Claim.	928	100.0%	100.0%	100.0%
Class 3: First Lien Secured Claims	All Claims against the Debtor arising under the First Lien Loan Documents.	945,779	100.0%	95.7%	100.0%
Class 4: Second Lien Secured Claims	Any Second Lien Claim that is Secured.	1,011,528	22.0%	0.0%	11.4%
Class 5: General Unsecured Claims[2]	Any Claim against any Debtor that is not otherwise paid in full during the Chapter 11 Cases pursuant to an order of the Court and is not: (a) an Administrative Claim; (b) a Priority Tax Claim; (c) an Other Priority Claim; (d) an Other Secured Claim; (e) a First Lien Secured Claim; (f) a Second Lien Secured Claim; (g) an Intercompany Claim; or (h) a Section 510(b) Claim.	2,423,818	7.0% - 7.5%	2.1%	2.7%
Class 6: Section 510(b) Claims	Any Claims arising from (a) rescission of a purchase or sale of a security of the Debtors or an Affiliate of the Debtors, (b) purchase or sale of such a security or (c) reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.	n/a	n/a	n/a	n/a
Class 7: Intercompany Claims	Any Claim held by one Debtor or a Non-Debtor Subsidiary against another Debtor.	7,896,830	0.0% - 100.0%	n/a	n/a
Class 8: Intercompany Interests	Other than an Interest in Parent, (a) an Interest in one Debtor or Non-Debtor Subsidiary held by another Debtor or Non-Debtor Subsidiary or (b) an Interest in a Debtor or a Non-Debtor Subsidiary held by an Affiliate of a Debtor or a Non-Debtor Subsidiary.	n/a	n/a	n/a	n/a
Class 9: Interests in Parent	Consists of all Interests in the Parent	n/a	n/a	n/a	n/a
Total Claims		**$ 12,282,782**			

Memo: Recovery for Second Lien Inclusive of Deficiency Recovery & Adequate Protection:	n/a	2.1%	13.8%

[1] Claim amount listed here ~$.3MM lower than amounts flowing through liquidation waterfall per latest estimates.
[2] Claim amount listed here ~$8MM higher than amounts flowing through liquidation waterfall per latest estimates.

EXHIBIT G

Plan Support Agreement

EXECUTION VERSION

PLAN SUPPORT AGREEMENT

This PLAN SUPPORT AGREEMENT (together with all exhibits and attachments hereto, as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "Agreement"), dated as of August 26, 2016, is entered into by and among: (a) Samson Resources Corporation ("Samson") and its subsidiaries that are debtors in possession under chapter 11 of the Bankruptcy Code (as defined below) (collectively, the "Debtors") and (b) certain holders of Second Lien Loans (as defined below) party hereto from time to time (together with their respective successors and permitted assigns, the "Consenting Lenders"). The Debtors, each Consenting Lender, and any person or entity that subsequently becomes a party hereto in accordance with the terms of this Agreement are referred to herein collectively as the "Parties" and individually as a "Party." Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Term Sheet (as defined below).

WHEREAS, as of the date hereof, the Consenting Lenders directly or indirectly (through funds and accounts they manage or advise) hold or control the voting power with respect to approximately 39.27 percent of Second Lien Loans;

WHEREAS, on September 16, 2015, each of the Debtors commenced a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and such cases are currently pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and are being jointly administered as *In re Samson Resources Corporation, et al.*, No. 15-11934 (CSS) (collectively, the "Chapter 11 Cases");

WHEREAS, the Debtors and the Consenting Lenders have negotiated and agreed to the terms of a restructuring of the Debtors, as set forth in the term sheet annexed hereto as **Exhibit A** (the "Term Sheet"), to be implemented pursuant to a chapter 11 plan of reorganization that is consistent in all material respects with the Term Sheet and otherwise reasonably acceptable to the Consenting Lenders (the "Plan");

WHEREAS, this Agreement and the Term Sheet are the product of arm's-length, good-faith negotiations among the Parties and their respective professionals; and

WHEREAS, the Parties desire to express to one another their respective support of, and commitment to, the Term Sheet and the Plan on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Interpretation**. In this Agreement, unless the context otherwise requires:

(a) words importing the singular also include the plural, and references to one gender include all genders;

(b) the headings are inserted for convenience only and do not affect the construction of this Agreement and shall not be taken into consideration in its interpretation;

(c) the words "hereof," "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The word "or" is not exclusive;

(e) all financial statement accounting terms not defined in this Agreement shall have the meanings determined by the United States generally accepted accounting principles in effect as of the date of this Agreement;

(f) all references to currency or dollars refer to the United States dollars; and

(g) references to any governmental entity or any governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body, in any jurisdiction shall include any successor to such entity.

2. Definitions. As used in this Agreement, the following terms have the following meanings:

(a) "Agreement" has the meaning set forth in the Preamble.

(b) "Alternative Proposal" means any alternative plan, proposal, offer, transaction, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets or equity interests or restructuring involving the Debtors and their controlled subsidiaries.

(c) "Bankruptcy Code" has the meaning set forth in the Recitals.

(d) "Bankruptcy Court" has the meaning set forth in the Recitals.

(e) "Cash Collateral Order" means the *Seventh Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, and 507, Bankruptcy Rules 2002, 4001, and 9014, and Local Bankruptcy Rule 4001-2, (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(B), and (IV) Granting Related Relief* [Docket No. 1016], as such may be modified, amended, or entered on a further interim or final basis.

(f) "Chapter 11 Cases" has the meaning set forth in the Recitals.

(g) "Company Termination Events" has the meaning set forth in Section 5(b) herein.

(h) "Confirmation Order" means a Final Order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Lenders.

(i) "Consenting Lenders" has the meaning set forth in the Preamble.

(j) "Debtors" has the meaning set forth in the Preamble.

(k) "Definitive Documentation" means this Agreement, the Plan, the Disclosure Statement, Confirmation Order, and any court filings in the Chapter 11 Cases that could be reasonably expected to affect the interests of the holders of the Second Lien Loan Claims, and any other documents or exhibits related to or contemplated in the foregoing.

(l) "Disclosure Statement" means the disclosure statement for the Plan, as amended, supplemented, or otherwise modified from time to time, that describes the Plan and is prepared and distributed in accordance with, among other things, sections 1125, 1126(b), and 1145 of the Bankruptcy Code, rule 3018 of the Federal Rules of Bankruptcy Procedure and other applicable law, and which shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Lenders.

(m) "Disclosure Statement Motion" means a motion to be filed by the Debtors in the Chapter 11 Cases, and all related implementing documents, agreements, exhibits, annexes, and schedules, as such documents may be amended, modified, or supplemented from time to time, requesting entry of an order approving, among other things, (i) the Disclosure Statement, (ii) the solicitation and notice procedures with respect to confirmation of the Plan, (iii) the form of ballots and notices in connection therewith, and (iv) scheduling certain dates with respect thereto, including, without limitation, a hearing to consider confirmation of the Plan commencing on or before December 19, 2016, which motion shall be in form and substance reasonably acceptable to the Required Consenting Lenders.

(n) "Disclosure Statement Order" means an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Required Consenting Lenders granting the relief requested in the Disclosure Statement Motion.

(o) "Effective Date" means the effective date of the Plan.

(p) "Exclusive Periods" has the meaning set forth in Section 3(a) herein.

(q) "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 such other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated, or stayed and as to which (i) 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 motion for new trial, stay, reargument, or rehearing shall then be pending or (ii) 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, as a result of which such order shall have become final in accordance with rule 8002 of the Federal Rules of Bankruptcy Procedure; *provided* that the

possibility that a motion under rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

(r) "Indemnified Party" means the Consenting Lenders and each of their affiliates and each of their and their affiliates' respective officers, directors, partners, shareholders, trustees, controlling persons, employees, agents, advisors, attorneys and representatives.

(s) "Joinder Agreement" has the meaning set forth in Section 3(c) herein.

(t) "Kirkland" means Kirkland & Ellis LLP, counsel to the Debtors.

(u) "Lender Termination Events" has the meaning set forth in Section 5(a) herein.

(v) "Party" or "Parties" has the meaning set forth in the Preamble.

(w) "Plan" has the meaning set forth in the Recitals.

(x) "Plan Supplement" means the compilation of documents and forms of documents, schedules, and exhibits to be filed prior to confirmation of the Plan.

(y) "Plan Support Effective Date" means the date upon which this Agreement becomes effective and binding on the Parties in accordance with the provisions of Section 11 hereof.

(z) "Plan Support Period" means the period commencing on the Plan Support Effective Date and ending on the date on which this Agreement is terminated in accordance with Section 5 hereof.

(aa) "Qualified Marketmaker" means an entity that (A) holds itself out to the market as standing ready in the ordinary course of its business to purchase from customers and sell to customers claims against the Debtors (including debt securities or other debt) or enter with customers into long and short positions in claims against the Debtors (including debt securities or other debt), in its capacity as a dealer or market maker in such claims against the Debtors, and (B) is in fact regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

(bb) "Required Consenting Lenders" means, as of any date of determination, Consenting Lenders holding a majority of the aggregate outstanding principal amount of the Second Lien Loans held by Consenting Lenders.

(cc) "Solicitation" means the solicitation of votes in connection with the Plan, as approved by the Disclosure Statement Order.

(dd) "Second Lien Agent" means the administrative agent under the Second Lien Credit Agreement.

(ee) "Second Lien Credit Agreement" means the Second Lien Term Loan Credit Agreement by and among Samson Investment Company, the Second Lien Agent, and the financial institutions from time to time party thereto, dated as of September 25, 2012, as amended from time to time and with all supplements and exhibits thereto.

(ff) "Second Lien Loan Claims" means any and all claims arising under the Second Lien Credit Agreement or Second Lien Loans.

(gg) "Second Lien Loans" means the loans outstanding under the Second Lien Credit Agreement.

(hh) "Second Lien Lenders" means any and all holders of Second Lien Loan Claims, including, for avoidance of doubt, both Consenting Lenders and holders that are not Consenting Lenders.

(ii) "Termination Events" has the meaning set forth in Section 5(b) herein.

(jj) "Termination Notice" has the meaning set forth in Section 5(a) herein.

(kk) "Transfer" has the meaning set forth in Section 3(c) herein.

(ll) "Willkie" means Willkie Farr & Gallagher LLP, counsel to the Second Lien Agent.

3. Agreements of the Consenting Lenders.

(a) Support of Plan. Each Consenting Lender agrees that, for the duration of the Plan Support Period, such Party shall:

(i) use reasonable efforts and work in good faith to negotiate, definitively document, and consummate the Plan and other transactions contemplated hereby and support entry of orders of the Bankruptcy Court approving the Plan, including the Confirmation Order and Disclosure Statement Order;

(ii) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the transactions contemplated herein, negotiate in good faith and use reasonable efforts to agree on appropriate additional or alternative provisions to address any such impediment;

(iii) so long as all material terms and conditions of the applicable documents are consistent with this Agreement, not (A) object to or otherwise commence any proceeding opposing any of the terms of the Definitive Documentation or (B) commence any proceeding or prosecute, join in, or otherwise support any action to oppose, object to, or delay entry of the Disclosure Statement Order, or the Solicitation, confirmation, or consummation of the Plan;

(iv) not take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval and consummation of the transactions described in, this Agreement;

(v) until this Agreement has been validly terminated, (A) not file a chapter 11 plan or directly or indirectly support any chapter 11 plan or sale process, or cause any affiliate to file a chapter 11 plan or directly or indirectly support any chapter 11 plan or sale process, proposed by any entity other than the Debtors, regardless of any termination of either or both of the Debtors' exclusive periods to file a plan and solicit votes thereon under section 1121(c) of the Bankruptcy Code (collectively, the "Exclusive Periods") and (B) not object to or otherwise oppose any request by the Debtors for an extension of the Exclusive Periods (as long as such request does not seek extensions of the Exclusive Periods longer than the earlier of (x) the latest dates permitted under the Bankruptcy Code and (y) 30 days after any valid termination of this Agreement);

(vi) comply with all of its obligations under this Agreement, unless compliance is waived in writing by each of the other Parties;

(vii) not (A) directly or indirectly seek, solicit, vote its Second Lien Loan Claims for, support, or encourage the termination or modification of the exclusive period for the filing of any plan of reorganization, proposal or offer of dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring of the Debtors other than the Plan and (B) not take any other action, including, but not limited to, initiating any legal proceedings or enforcing rights as a holder of the Second Lien Loan Claims, that is inconsistent with this Agreement or the Definitive Documentation, or is reasonably likely to prevent, interfere with, delay, or impede the implementation or consummation of the Plan (including, but not limited to, the Bankruptcy Court's approval of the Definitive Documentation, the Solicitation, or confirmation of the Plan);

(viii) (A) subject to the receipt of the Disclosure Statement, timely vote, or cause to be voted, its Second Lien Loan Claims to accept the Plan by delivering its duly executed and completed ballot or ballots, as applicable, accepting the Plan on a timely basis following commencement of the Solicitation, and (B) not change or withdraw such vote (or cause or direct such vote to be changed or withdrawn); *provided* that, subject to only those remedies available to the Debtors set forth in Section 12 of this Agreement, such vote may, upon written notice to the Debtors and the other Parties, be revoked (and, upon such revocation, deemed void *ab initio*) by any of the Consenting Lenders at any time following the expiration of the Plan Support Period;

(ix) support the releases and exculpation, injunction, and discharge provisions provided for in the Plan;

(x) without the consent of the Debtors, not directly or indirectly arrange, fund, participate in, or consent to any exit facility or other financing, rights offering, or issuance of debt or equity securities in connection with any reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or

restructuring of the Debtors (through a plan of reorganization or otherwise) other than in connection with the Plan; and

(xi) not directly or indirectly support, encourage, participate in, or consent to any reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring of the Debtors other than the Plan.

(b) Rights of Consenting Lenders Unaffected. As long as such actions are (A) not inconsistent with the Consenting Lenders' obligations hereunder or under the terms of the Term Sheet or the Plan and (B) not intended or reasonably likely to materially delay or prevent confirmation of the Plan or the consummation of the Plan, nothing contained herein shall (i) limit the ability of a Consenting Lender to consult with other Consenting Lenders or the Debtors, (ii) limit the rights of a Consenting Lender under any applicable bankruptcy, insolvency, foreclosure, or similar proceeding, including, without limitation, appearing and being heard as a party in interest; (iii) limit the ability of a Consenting Lender to sell or enter into any transactions in connection with its Second Lien Loan Claims; or (iv) limit the rights of a Consenting Lender under the Second Lien Credit Agreement or constitute a waiver or amendment of any provision of the Second Lien Credit Agreement.

(c) Transfers. Each Consenting Lender agrees that, for the duration of the Plan Support Period, such Consenting Lender shall not sell, transfer, loan, issue, pledge, hypothecate, assign, or otherwise dispose of (including by participation), directly or indirectly, in whole or in part, any of its Second Lien Loans or Second Lien Loan Claims (collectively, "Transfer"), unless the transferee thereof either (i) is a Consenting Lender or (ii) prior to such Transfer, agrees in writing for the benefit of the other Parties to become a Consenting Lender and to be bound by all of the terms of this Agreement (including with respect to any and all claims or interests it already may hold against or in the Debtors prior to such Transfer) by executing the joinder in the form attached hereto as **Exhibit B** (the "Joinder Agreement"), and delivering an executed copy thereof, within two (2) business days of closing of such Transfer, to Kirkland and Willkie, in which event (x) the transferee (including a Consenting Lender transferee, if applicable) shall be deemed to be a Consenting Lender hereunder with respect to such transferred rights, claims, and obligations and (y) the transferor shall be deemed to relinquish its rights and claims (and be released from its obligations) under this Agreement with respect to such transferred rights, claims, and obligations. Each Consenting Lender agrees that any Transfer of Second Lien Loans or Second Lien Loan Claims that does not comply with the terms and procedures set forth herein shall be deemed void *ab initio*, and the Debtors and each other Consenting Lender shall have the right to enforce the voiding of such Transfer. Notwithstanding anything contained herein to the contrary, during the Plan Support Period, a Consenting Lender may Transfer any or all of its Second Lien Loans or Second Lien Loan Claims to any entity that, as of the date of the Transfer, controls, is controlled by or is under common control with such Consenting Lender; *provided* that such entity shall automatically be subject to the terms of this Agreement and deemed a Party hereto and shall execute a Joinder Agreement hereto.

(d) Qualified Marketmaker Exception. Notwithstanding anything herein to the contrary, (A) any Consenting Lender may Transfer (by purchase, sale, assignment, participation or otherwise) any right, title or interest in such Second Lien Loan Claims against the Debtors to an entity that is acting in its capacity in its capacity as a Qualified Marketmaker without the

requirement that the Qualified Marketmaker be or become a Consenting Lender; *provided* that the Qualified Marketmaker subsequently Transfers (by purchase, sale, assignment, participation or otherwise) the right, title or interest in such Second Lien Loan Claims against the Debtors to a transferee that is or becomes a Consenting Lender by executing a Joinder Agreement and (B) to the extent that a Consenting Lender is acting in its capacity as a Qualified Marketmaker, it may transfer (by purchase, sale, assignment, participation or otherwise) any right, title or interest in such Second Lien Loan Claims against the Debtors that the Qualified Marketmaker acquires from a holder of the Second Lien Loan Claims that is not a Consenting Lender, without the requirement that the transferee be or become a Consenting Lender.

(e) Additional Claims. To the extent that any Consenting Lender (a) acquires additional Second Lien Loans or (b) holds or acquires any other claims against the Debtors, each such Consenting Lender agrees that such obligations shall be subject to this Agreement and that, for the duration of the Plan Support Period, it shall vote (or cause to be voted) any such additional claims in a manner consistent with Section 3(a) hereof.

4. Agreements of the Debtors.

(a) Affirmative Covenants. The Debtors agree that, so long as this Agreement has not been terminated in accordance with its terms, unless (x) otherwise expressly permitted or required by this Agreement (including, without limitation, Section 24), the Term Sheet, or the Plan, or (y) otherwise consented to in writing by the Required Consenting Lenders, as applicable, the Debtors shall, and shall cause each of their direct and indirect subsidiaries to, directly or indirectly, do the following:

(i) obtain entry of the Disclosure Statement Order by the Bankruptcy Court;

(ii) obtain entry by the Bankruptcy Court of the Confirmation Order as soon as reasonably practicable, but in no event later than December 21, 2016;

(iii) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the transactions contemplated herein, negotiate in good faith appropriate additional or alternative provisions to address any such impediment;

(iv) comply with all of its obligations under this Agreement (including the Term Sheet and the Plan) unless compliance is waived in writing by the Required Consenting Lenders;

(v) (A) support and take all reasonable actions necessary or reasonably requested by the Consenting Lenders to facilitate the Plan, including the solicitation, confirmation, and consummation of the Plan and the structuring and implementation of the Acceptable Plan in a tax-efficient manner, (B) not take any action that is inconsistent with, or that would delay or impede the Plan, including, without limitation, solicitation, confirmation, or consummation of the Plan, and (C) support the releases and exculpation, injunction, and discharge provisions provided for in the Agreement, the Term Sheet, and the Plan;

(vi) maintain their good standing under the laws of the state or other jurisdiction in which they are incorporated or organized;

(vii) timely file a formal written objection to any motion filed with the Bankruptcy Court by any party seeking the entry of an order (A) directing the appointment of an examiner with expanded powers or a trustee, (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (C) dismissing the Chapter 11 Cases;

(viii) timely file a formal written objection to any motion filed with the Bankruptcy Court by any party seeking the entry of an order modifying or terminating the Exclusive Periods; and

(ix) promptly notify the Consenting Lenders in writing of any governmental or third party complaints, litigations, investigations, or hearings (or communications indicating that the same may be contemplated or threatened).

(b) Negative Covenants. The Debtors agree that, so long as this Agreement has not been terminated in accordance with its terms and unless, (x) otherwise expressly permitted or required by this Agreement or the Term Sheet, or (y) otherwise consented to in writing by the Required Consenting Lenders, the Debtors shall not, and shall cause each of their direct and indirect subsidiaries not to, directly or indirectly, do or permit to occur any of the following:

(i) (A) object to or otherwise commence any proceeding opposing any of the terms of this Agreement, the Term Sheet, the Plan, or the Disclosure Statement, or (B) commence any proceeding or prosecute, join in, or otherwise support any action to oppose, object to, or delay entry of the Disclosure Statement Order, or the Solicitation, confirmation, or consummation of the Plan;

(ii) take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval and consummation of transactions described in, this Agreement, the Term Sheet or the Plan;

(iii) modify the Plan, in whole or in part, in a manner that is not consistent with this Agreement, the Term Sheet or the Plan and has not been agreed to by the Required Consenting Lenders;

(iv) withdraw or revoke the Plan or publicly announce its intention not to pursue the Plan;

(v) file any motion, pleading, or other Definitive Documentation with the Bankruptcy Court (including any modifications or amendments thereof) that, in whole or in part, is not consistent in any material respect with this Agreement, the Term Sheet, or the Plan and is not otherwise reasonably satisfactory in all respects to the Required Consenting Lenders;

(vi) commence an avoidance action or other legal proceeding that challenges the validity, enforceability, or priority of the Second Lien Loan Claims, or otherwise

affects the rights of the Consenting Lenders (solely in their capacity as holders of the Second Lien Loans);

(vii) incur or suffer to exist any indebtedness, except indebtedness existing and outstanding immediately prior to the date hereof, trade payables, and liabilities arising and incurred in the ordinary course of business, and indebtedness arising under or permitted by the Cash Collateral Order; and

(viii) incur any liens or security interests, except in the ordinary course of business or as permitted under the Cash Collateral Order.

5. Termination of Agreement.

(a) Consenting Lender Termination Events. The Consenting Lenders may terminate this Agreement upon five (5) business days written notice (the "Termination Notice") delivered in accordance with Section 21 hereof, at any time after the occurrence of, and during the continuation of, any of the following events (the "Lender Termination Events"), unless waived in writing by the Required Consenting Lenders:

(i) the breach by the Debtors of any of their obligations, representations, warranties, or covenants set forth in this Agreement in any material respect, which breach (if curable) remains uncured for a period of five (5) consecutive business days after the receipt by the Debtors of written notice of such breach from the Required Consenting Lenders;

(ii) the issuance, promulgation, or enactment by any governmental entity, including any regulatory or licensing authority or court of competent jurisdiction (including, without limitation, the Bankruptcy Court), of any statute, regulation, ruling, or order declaring this Agreement or any material portion hereof to be unenforceable or enjoining or otherwise restricting the consummation of a material portion of the Plan (including with respect to the regulatory approvals or tax treatment contemplated by the Plan), which action (if curable) remains uncured for a period of five (5) consecutive business days after the receipt by the Debtors and the Consenting Lenders of written notice of such event;

(iii) a trustee under section 1104 of the Bankruptcy Code, or an examiner (with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) shall have been appointed in the Chapter 11 Cases;

(iv) the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, or the Chapter 11 Cases are dismissed, in each case, by order of the Bankruptcy Court, which order has not been stayed;

(v) if any of the Definitive Documentation necessary to effectuate the Plan (including any amendment or modification thereof, whether due to an order of the Bankruptcy Court or otherwise) filed with the Bankruptcy Court contains terms and conditions that are not materially consistent with this Agreement or shall otherwise not be on terms reasonably acceptable to the Required Consenting Lenders (as evidenced by

their written approval, which approval may be conveyed in writing by counsel including by electronic mail), and such material inconsistency remains uncured for a period of five (5) consecutive business days after the receipt by the Debtors and the Consenting Lenders of written notice of such material inconsistency;

(vi) the Debtors or any of their affiliates files any motion or pleading with the Bankruptcy Court that is not substantially consistent with this Agreement and such motion or pleading has not been withdrawn within two (2) business days of the Debtors' (or the applicable filing party's) receipt of written notice from the Required Consenting Lenders that such motion or pleading is materially inconsistent with this Agreement, unless such motion or pleading does not seek, and could not result in, relief that would have any adverse impact on the interests of the holders of the Second Lien Loan Claims in connection with the Plan;

(vii) the Debtors execute a letter of intent (or similar document) stating their intention to pursue an Alternative Proposal;

(viii) other than pursuant to any relief sought by the Debtors that is not materially inconsistent with its obligations hereunder, the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any assets of the Debtors having an aggregate fair market value in excess of $10,000,000 without the written consent of the Required Consenting Lenders;

(ix) the Debtors commence an action to challenge the validity or priority of, or to avoid, the liens on any asset or assets comprising any material portion of the collateral securing the Second Lien Loan Claims;

(x) the Debtors do not file the Plan on or before September 2, 2016;

(xi) the Bankruptcy Court does not enter an order approving the Disclosure Statement on or before October 31, 2016; or

(xii) the Bankruptcy Court does not enter a Confirmation Order by December 21, 2016.

(b) Debtors Termination Events. The Debtors may terminate this Agreement as to all Parties upon delivery of a Termination Notice in accordance with Section 21 hereof, upon the occurrence of any of the following events (the "Company Termination Events," and collectively with the Lender Termination Events, the "Termination Events"):

(i) the breach by any Party other than the Debtors or their affiliates of any of the obligations, representations, warranties, or covenants of such Party set forth in this Agreement in any respect that materially and adversely affects the Debtors' interests in connection with the Term Sheet or the Plan, which breach remains uncured for a period of five (5) consecutive business days after the receipt by such breaching Party from the Debtors of written notice of such breach;

(ii) the issuance, promulgation, or enactment by any governmental entity, including any regulatory or licensing authority or court of competent jurisdiction, of any statute, regulation, ruling or order declaring this Agreement or any material portion hereof to be unenforceable or enjoining or otherwise restricting the consummation of a material portion of the Plan (including with respect to the regulatory approvals or tax treatment contemplated by the Plan), which action remains uncured for a period of five (5) consecutive business days after the receipt by the Debtors and the Consenting Lenders of written notice of such event;

(iii) the board of directors of the Debtors terminates this Agreement in accordance with Section 24 hereof;

(iv) any Party other than the Debtors or their affiliates files any motion or pleading with the Bankruptcy Court that is not substantially consistent with this Agreement and such motion or pleading has not been withdrawn or corrected within seven (7) business days of such Party receiving written notice from the Debtors that such motion or pleading is materially inconsistent with this Agreement;

(v) Consenting Lenders holding, own, control, or have entered into binding contracts to purchase at least 51 percent in the aggregate of all outstanding Second Lien Loan Claims have not executed this Agreement or Joinder Agreements by September 15, 2016;

(vi) the Debtors do not file the Plan on or before September 2, 2016;

(vii) the Bankruptcy Court does not enter an order approving the Disclosure Statement on or before October 31, 2016; or

(viii) the Bankruptcy Court does not enter the Confirmation Order by December 21, 2016.

(c) Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated at any time by mutual written agreement among the Debtors and the Required Consenting Lenders.

(d) Effect of Termination. Upon the termination of this Agreement in accordance with this Section 5, except as provided in Section 14 herein, this Agreement shall forthwith become void and of no further force or effect and each Party shall, except as otherwise expressly provided in this Agreement, be immediately released from its liabilities, obligations, commitments, undertakings, and agreements under or related to this Agreement and shall have all the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the Plan or otherwise, that it would have been entitled to take had it not entered into this Agreement, including all rights and remedies available to it under applicable law, the Second Lien Loans, the Second Lien Credit Agreement, or any ancillary documents or agreements thereto. Upon termination of this Agreement, at any time prior to the expiration of the deadline for voting on the Plan (and otherwise in compliance with the terms of the Solicitation), a Consenting Lender may, upon written notice to the Debtors and the other Parties, revoke its vote or any consents given by such Consenting Lender prior to such termination,

whereupon any such vote or consent shall be deemed, for all purposes, to be null and void *ab initio* and shall not be considered or otherwise used in any manner by the Parties in connection with the Plan and this Agreement. If this Agreement has been terminated in accordance with its terms at a time when permission of the Bankruptcy Court shall be required for a Consenting Lender to change or withdraw (or cause to change or withdraw) its vote to accept the Plan, the Debtors shall not oppose any attempt by such Consenting Lender to change or withdraw (or cause to change or withdraw) such vote at such time, subject to only those remedies available to the Debtors set forth in Section 13. The Consenting Lenders shall have no liability to the Debtors or to one another on account of any termination of this Agreement in accordance with the terms of this Section 5 that was (if challenged) found by a court of competent jurisdiction to be validly exercised.

6. **Good Faith Cooperation; Further Assurances; Acknowledgement**. The Parties shall cooperate with one another in good faith and shall coordinate their activities (to the extent practicable and subject to the terms hereof) in respect of (a) all matters relating to their rights hereunder in respect of the Debtors or otherwise in connection with their relationship with the Debtors, and (b) all matters concerning the pursuit and support of, as well as the confirmation and implementation of, the Plan, as well as the negotiation, drafting, execution and delivery of the Definitive Documents. Furthermore, subject to the terms hereof, each of the Parties shall take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement, including making and filing any required governmental or regulatory filings and voting any claims against or securities of the Debtors in favor of the Plan, and shall refrain from taking any action that would frustrate the purposes and intent of this Agreement. This Agreement is not, and shall not be deemed, a solicitation for consents to the Plan or a solicitation to tender or exchange of any of the Second Lien Loans. Each of the Parties hereto agrees that this Agreement is binding on the Debtors and that it is the Debtors' intention to assume this Agreement on the Effective Date pursuant to the Plan.

7. **Definitive Documentation**. Each Party hereby covenants and agrees (a) to negotiate in good faith the Definitive Documentation and (b) to execute (to the extent such Party is a party thereto) and otherwise support the Definitive Documentation, as applicable. For the avoidance of doubt, each Party agrees to (i) act in good faith and use commercially reasonable efforts to support and complete successfully the implementation of the Plan in accordance with the terms of this Agreement, (ii) do all things reasonably necessary and appropriate in furtherance of consummating the Plan in accordance with, and within the time frames contemplated by, this Agreement, and (iii) act in good faith and use commercially reasonable efforts to consummate the Plan as contemplated by this Agreement.

8. **Representations and Warranties**.

(a) Each Party severally (and not jointly) represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof (or as of the date a Consenting Lender becomes a party hereto), subject to, solely as to the Debtors, any necessary approvals of the Bankruptcy Court:

(i) such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership,

limited liability company or similar authority to enter into this Agreement and carry out the transactions contemplated under this Agreement, the Term Sheet, and the Plan and perform its obligations contemplated under this Agreement, the Term Sheet, and the Plan, and the execution and delivery of this Agreement and the performance of such Party's obligations under this Agreement, the Term Sheet, and the Plan have been duly authorized by all necessary corporate, limited liability company, partnership, or other similar action on its part;

(ii) the execution, delivery, and performance by such Party of this Agreement does not and will not (A) violate any provision of law, rule, or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, or (B) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party, other than breaches that arise from the filing of the Chapter 11 Cases;

(iii) the execution, delivery, and performance by such Party of this Agreement does not and will not require any registration or filing with, consent, or approval of, or notice to, or other action to, with or by, any federal, state, or governmental authority or regulatory body, except such filings as may be necessary and/or required for disclosure by the Securities and Exchange Commission and in connection with the Chapter 11 Cases, the Plan, and the Disclosure Statement; and

(iv) this Agreement is the legally valid and binding obligation of such Party, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of the Bankruptcy Court.

(b) Each Consenting Lender severally (and not jointly) represents and warrants to the Debtors that, as of the date hereof (or as of the date such Consenting Lender becomes a party hereto), such Consenting Lender (i) is the beneficial owner of the aggregate principal amount of Second Lien Loans set forth below its name on the signature page hereof (or below its name on the signature page of the applicable Joinder Agreement), and/or (ii) has (A) sole investment or voting discretion with respect to such Second Lien Loans, (B) full power and authority to vote on and consent to matters concerning such Second Lien Loans or to exchange, assign, and transfer such Second Lien Loans, or (C) full power and authority to bind or act on the behalf of, the beneficial owner(s) of such Second Lien Loans.

(c) Each Consenting Lender severally (and not jointly) represents and warrants to the Debtors that such Consenting Lender has made no prior Transfer of, and has not entered into any agreement to Transfer, in whole or in part, any portion of its right, title, or interests in any Second Lien Loans that are inconsistent with the representations and warranties of such Consenting Lender herein or would render such Consenting Lender otherwise unable to comply with this Agreement and perform its obligations hereunder.

9. **Acknowledgment**. **Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities laws and provisions of the Bankruptcy Code. The Parties will not solicit acceptances of the Plan in any manner inconsistent with the Bankruptcy Code or applicable non-bankruptcy law.**

10. **Amendments and Waivers**. This Agreement, including any exhibits or schedules hereto, may not be modified, amended or supplemented except in a writing signed by the Debtors and the Required Consenting Lenders; *provided* that any waiver, modification, amendment or supplement to this Section 10 shall require the written consent of all of the Parties; *provided, further*, that any modification, amendment or change to the definition of Required Consenting Lenders shall require the written consent of each Consenting Lender included in such definition; and *provided, further*, that any waiver, change, modification or amendment to this Agreement or the Plan that disproportionately adversely affects the economic recoveries or treatment of any Consenting Lender compared to the recoveries set forth in this Agreement and/or the Plan, may not be made without the written consent of each such disproportionately adversely affected Consenting Lender.

11. **Effectiveness**. This Agreement shall become effective and binding when counterpart signature pages to this Agreement have been executed and delivered by each Party.

12. **GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL**.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL ACTION, SUIT, DISPUTE, OR PROCEEDING ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN THE STATE OF NEW YORK; PROVIDED THAT SUCH LEGAL ACTION, SUIT, DISPUTE, OR PROCEEDING ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT IN THE BANKRUPTCY COURT FOR SO LONG AS THE DEBTORS ARE SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT. THE PARTIES HERETO IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTIONS AS TO VENUE OR INCONVENIENT FORUM. FOR THE AVOIDANCE OF DOUBT, NOTWITHSTANDING THE FOREGOING CONSENT TO JURISDICTION, FOLLOWING THE COMMENCEMENT OF THE CHAPTER 11 CASES AND SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION OVER THE CHAPTER 11 CASES, EACH OF THE PARTIES AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND HEREBY SUBMITS TO THE JURISDICTION OF THE BANKRUPTCY COURT.

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

13. **Specific Performance/Remedies**. Subject to Section 24 of this Agreement, it is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement, and each non-breaching Party shall be entitled to seek specific performance and injunctive relief as a remedy of any such breach without the necessity of proving the inadequacy of money damages as a remedy and without posting security for such relief, including seeking an order of the Bankruptcy Court requiring the breaching Party to comply promptly with its obligations hereunder.

14. **Survival**. Notwithstanding the termination of this Agreement pursuant to Section 5 hereof, the agreements and obligations of the Parties in Sections 5(d), 9, 12, 12, 15, 17, 17, 18, 22, and 23 hereof (and any defined terms needed for the interpretation of any such Section) shall survive such termination and shall continue in full force and effect in accordance with the terms hereof.

15. **Prior Agreement Terminated; No Effect on Surviving Provisions**. The Parties acknowledge and agree, for the benefit of themselves and the parties to that certain *Restructuring Support Agreement*, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, certain holders of equity in Samson Resources Corporation, and certain second lien lenders party thereto (the "2015 RSA"), that the 2015 RSA is terminated, including the Backstop Commitment (as defined therein) and section 5(c) of that agreement; *provided, however*, that entry into and performance under this Agreement shall in no way limit, alter, or otherwise affect any agreements or obligations of any party under the 2015 RSA that survived such termination in accordance with the terms thereof.

16. **Headings**. The headings of the sections, paragraphs, and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

17. **Successors and Assigns; Severability; Several Obligations**. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives; *provided* that nothing contained in this Section 17 shall be deemed to be Transfers of the Second Lien Loans or Second Lien Loan Claims other than in accordance with Section 3(c) of this Agreement. If any provision of this Agreement, or the application of any such provision to any person or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only

to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the Plan contemplated hereby are consummated as originally contemplated to the greatest extent possible.

18. No Third-Party Beneficiaries. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary hereof.

19. Prior Negotiations; Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and supersedes all other and prior agreements and all negotiations with respect to the subject matter hereof, except that the Parties acknowledge that any confidentiality agreements (if any) heretofore executed between the Debtors and each Consenting Lender shall continue in full force and effect.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by facsimile or otherwise, which shall be deemed to be an original for the purposes of this Section 20.

21. Notices. All notices hereunder shall be deemed given if in writing and delivered, if sent by facsimile, courier or by registered or certified mail (return receipt requested) to the following addresses and facsimile numbers (or at such other addresses or facsimile numbers as shall be specified by like notice):

(1) If to the Debtors, to:

Samson Resources Corporation
Two West Second Street
Tulsa, OK 74103
Attention: Andrew Kidd, General Counsel

With a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Phone: (212) 446-4800
Fax: (212) 446-4900
Attention: Paul Basta, P.C.
Joshua A. Sussberg, P.C.

- and -

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Phone: (312) 862-2000
Fax: (312) 862-2200
Attention: Ross M. Kwasteniet
Brad Weiland

(2) If to a Consenting Lender, or a transferee thereof, to the addresses or facsimile numbers set forth below following the Consenting Lender's signature (or as directed by any transferee thereof), as the case may be, with copies to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Phone: (212) 728-8000
Fax: (212) 728-8111
Attention: Ana Alfonso
Weston Eguchi

Any notice given by delivery, mail, or courier shall be effective when received. Any notice given by facsimile shall be effective upon oral or machine confirmation of transmission.

22. **Reservation of Rights; No Admission**. Except as expressly provided in this Agreement and in any permitted amendment hereof, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, including, without limitation, its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in any bankruptcy case filed by the Debtors or any of their affiliates and subsidiaries. Except as expressly provided in this Agreement and in any permitted amendment hereof, if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. This Agreement, the Term Sheet, and the Plan are part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Pursuant to Rule 408 of the Federal Rule of Evidence, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

23. **Relationship Among Parties**. It is understood and agreed that no Consenting Lender has any duty of trust or confidence of any kind or form with any other Consenting Lender as a result of this Agreement, and, except as expressly provided in this Agreement, there are no commitments among or between them. In this regard, it is understood and agreed that any Consenting Lender may trade in the Second Lien Loans or other debt or equity securities of the Debtors without the consent of the Debtors or any other Consenting Lender, subject to applicable

securities laws and the terms of this Agreement; *provided* that no Consenting Lender shall have any responsibility for any such trading to any other entity by virtue of this Agreement. No prior history, pattern or practice of sharing confidences among or between the Consenting Lenders shall in any way affect or negate this understanding and agreement.

24. Fiduciary Duties. Nothing in this Agreement shall prevent the Debtors (on behalf of themselves and their subsidiaries) from taking or refraining from taking any action (including, without limitation, terminating this Agreement) that it determines it is obligated to take (or to refrain from taking) on behalf of itself or its subsidiaries in the discharge of any fiduciary or similar duty. The Debtors shall give prompt written notice of any determination made in accordance with this Section 24.

25. Representation by Counsel. Each Party acknowledges that it has been represented by, or provided a reasonable period of time to obtain access to and advice by, counsel with respect to this Agreement, the Term Sheet, and the Plan. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

26. Independent Analysis. Each of the Consenting Lender hereby confirms that it has made its own decision to execute this Agreement based upon its own independent assessment of documents and information available to it, as it deemed appropriate.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

[Signature Pages Follow]

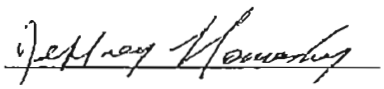
Samson Resources Corporation
Samson Investment Company
Geodyne Resources, Inc.
Samson Contour Energy Co.
Samson Contour Energy E&P, LLC
Samson Holdings, Inc.
Samson-International, Ltd.
Samson Lone Star, LLC
Samson Resources Company

By: _____
Name: JOHN STUART
Title: CHIEF RESTRUCTURING OFFICER

[Plan Support Agreement Signature Page]

CERBERUS INSTITUTIONAL PARTNERS V, L.P.

By: Cerberus Institutional Associates II, L.L.C., its General Partner

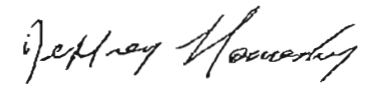
By: 

Name: Jeffrey Lomasky

Title: Senior Managing Director

CERBERUS INTERNATIONAL II MASTER FUND, L.P.

By: Cerberus Institutional Associates II, Ltd., its General Partner

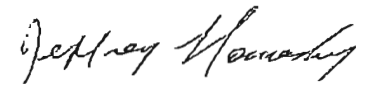
By: 

Name: Jeffrey Lomasky

Title: Senior Managing Director

CERBERUS PARTNERS II, L.P.

By: Cerberus Institutional Associates II, L.L.C., its General Partner

By: 

Name: Jeffrey Lomasky

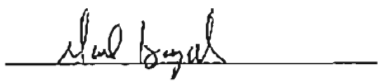
Title: Senior Managing Director

Notice Address:

875 Third Avenue
NY, NY 10022

Fax: 646-885-2116
Attention: Sheila Peluso

FRANKLIN ADVISERS INC.

By: 

Name: Mark Boyadjian

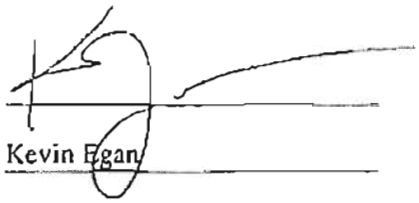
Title: Senior Vice President

Notice Address:

Franklin Templeton
One Franklin Parkway, Bldg.
920/1st. floor
San Mateo, CA 94403
Fax: 650-312-3346
Attention:

[Plan Support Agreement Signature Page]

INVESCO SENIOR SECURED MANAGEMENT, INC., ON BEHALF OF CERTAIN FUNDS AND ACCOUNTS FOR WHICH IT ACTS AS INVESTMENT MANAGER OR SUB-ADVISER

By: 

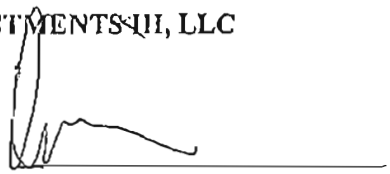
Name: Kevin Egan

Title: Authorized Signatory

Notice Address:

Invesco Senior Secured Management, Inc.
1166 Avenue of the Americas, 26th Fl
New York, New York 10036
Fax:
Attention: Kevin Egan

PBB INVESTMENTS III, LLC

By: 

Name: David Stepleman

Title: vice president

Notice Address:

Arbour Lane Capital Management
700 Canal Street
Stamford, CT 06902
Fax:
Attention: Kevin Van Dam

SPCP GROUP, LLC

By: _____

Name: David Steinmetz

Title: Authorized Signatory

Notice Address:

SPCP Group, LLC
2 Greenwich Plaza, 1st Floor
Greenwich, CT 06830
Fax: 12017192157@tls.ldsprod.com
Attention: Operations

[Plan Support Agreement Signature Page]

EXHIBIT A

Term Sheet

EXECUTION VERSION

SAMSON RESOURCES CORPORATION

PLAN TERM SHEET

AUGUST 26, 2016

This non-binding indicative term sheet (the "Plan Term Sheet") sets forth the principal terms of a financial restructuring (the "Restructuring") of the existing debt and other obligations of Samson Resources Corporation and its affiliates and subsidiaries (the "Company") to be implemented pursuant to a Chapter 11 plan or reorganization ("Plan").

THIS RESTRUCTURING TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY AND/OR OTHER APPLICABLE LAWS.

THE TRANSACTIONS DESCRIBED HEREIN WILL BE SUBJECT TO, AMONG OTHER THINGS, COMPLETION OF LIMITED DUE DILIGENCE AND THE NEGOTIATION AND CONSUMMATION OF A PLAN AND OTHER DEFINITIVE DOCUMENTATION ACCEPTABLE TO THE REQUISITE SECOND LIEN TERM LENDERS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH AGREED PLAN AND DEFINITIVE DOCUMENTATION.

THIS TERM SHEET IS BEING PROVIDED IN CONNECTION WITH SETTLEMENT DISCUSSIONS AND IS ENTIRELY SUBJECT TO THE PROTECTIONS OF FEDERAL RULE OF EVIDENCE 408 AND OTHER APPLICABLE EVIDENTIARY RULES. NOTHING IN THIS TERM SHEET CONSTITUTES AN ADMISSION OR WAIVER WITH RESPECT TO ANY RIGHTS OR CLAIMS.

KEY TERMS OF THE RESTRUCTURING	
Allocation of Assets	■ Unencumbered Assets: ■ On the effective date of the Plan (the "Emergence Date"), a trust (the "Settlement Trust") shall be established that shall contain (i) claims against unreleased parties; (ii) the Settlement Trust Cash Amount (as defined below); and (iii) all other unencumbered assets of the Debtors (other than the Retention Option Assets, if any) (collectively, the "Settlement Trust Assets"). ■ The "Settlement Trust Cash Amount" shall mean cash in an amount equal to (i) any net cash proceeds from any sale of unencumbered assets ("Unencumbered Asset Sale Proceeds") on or prior to the Emergence Date, plus (ii) the Retention Option Payment (as defined below); less (iii) an amount equal to the aggregate Professional Fee Claims of the Committee's professionals; provided that, if the Professional Fee Claims

of the Committee's professionals exceed the sum of the Unencumbered Asset Sale Proceeds and the Retention Option Payment, then the Settlement Trust Cash Amount shall be zero.

- The Settlement Trust shall be administered by the Reorganized Debtors, which shall be reimbursed for any out-of-pocket expenses incurred in such administration from the first cash proceeds of the Settlement Trust Assets.
- The Reorganized Debtors shall monetize the Settlement Trust Assets, and the net cash proceeds (after payment and/or reimbursement of the Settlement Trust's and Reorganized Debtors' administrative costs) ("Net Settlement Trust Proceeds") shall be distributed as follows (the "Settlement Trust Waterfall": (i) *first*, if the aggregate Professional Fee Claims of the Committee's professionals exceed the sum of the Unencumbered Asset Sale Proceeds and the Retention Option Payment (any such excess, the "Committee Fee Reimbursement Amount"), an amount equal to the Committee Fee Reimbursement Amount shall be distributed to the Reorganized Debtors; (ii) *second*, the allowed amount of the Second Lien Term Lenders' adequate protection claims resulting from collateral diminution during the chapter 11 cases (the "Second Lien Adequate Protection Claim") and any amount in respect of Professional Fee Claims (other than the Committee's Professional Fee Claims) that the Court determines should be satisfied from unencumbered assets shall be distributed pro rata to the Second Lien Term Lenders (and/or, if the Minimum Liquidity Shortfall occurs, to the Reorganized Debtors to the extent of the Minimum Liquidity Shortfall Amount); and (iii) *third*, any remaining Net Settlement Trust Proceeds shall be distributed pro rata to the holders of General Unsecured Claims and Second Lien Term Lenders (and/or, if the Minimum Liquidity Shortfall occurs, to the Reorganized Debtors to the extent of the Minimum Liquidity Shortfall Amount) on account of the allowed Second Lien Term Loan deficiency claims.

- Encumbered Assets:
  - All encumbered assets and any Retention Option Assets (as defined below) will vest in the Reorganized Debtors.
- Professional Fee Escrow:
  - An escrow ("Professional Fee Escrow") shall be established under the Plan to fund the payment of allowed fees and expenses of estate professionals incurred during the chapter 11 cases (e.g., fees and expenses of professionals retained by the Debtors, the Committee and the independent director) (collectively, the "Professional Fee Claims") not paid prior to confirmation of the Plan. The Professional Fee Escrow will be funded from cash on hand prior to the Emergence Date.

Retention Option	■ To the extent the Debtors determine, in consultation with the Second Lien Steering Committee (as defined below), that any unencumbered assets are necessary or appropriate for continued use by the Reorganized Debtors after the Emergence Date, the Debtors shall have the right to elect to retain such unencumbered assets (the "Retention Option Assets"). Cash in an amount equal to the fair market value of the Retention Option Assets (the "Retention Option Payment") shall be included in the Settlement Trust Cash Amount. ■ The Retention Option Assets and the amount of the Retention Option Payment shall be set forth in the Plan Supplement. The Debtors expect the Retention Option Assets to include certain land and buildings or fixtures related to field offices and certain other unencumbered assets of de minimis value.
Minimum Liquidity	■ The Reorganized Debtors may maintain liquidity on the Emergence Date (after payment of cash obligations under the Plan) up to an amount to be agreed upon by the Debtors and the Second Lien Steering Committee, which amount will be set forth in the Plan (the "Minimum Liquidity Amount"). ■ To the extent Emergence Date liquidity is less than the Minimum Liquidity Amount (such occurrence the "Minimum Liquidity Shortfall," and the difference between Emergence Date liquidity and the Minimum Liquidity Amount the "Minimum Liquidity Shortfall Amount"), the Second Lien Term Lenders will assign a portion of any distributions payable from the Settlement Trust to the Second Lien Lenders, in an amount equal to the Minimum Liquidity Shortfall Amount, to the Reorganized Debtors to support liquidity after the Emergence Date.

Treatment of the RBL Facility	■ On the Emergence Date:
	  ■ A portion of the outstanding obligations under the existing reserve based loan facility (the "Existing RBL Facility") will be repaid using at least a portion of the net proceeds from Designated Asset Sales (as defined below) such that the target amount outstanding after such repayment (the "Target RBL Balance") will not exceed the borrowing base of the assets retained by Reorganized Samson.
	  ■ The Target RBL Balance will then be refinanced with a new exit RBL facility (the "New RBL Facility") provided by the Existing RBL Facility Lenders.
	■ The New RBL Facility is intended to be conforming in nature and to have initial outstanding borrowings no greater than an amount to be agreed among the Debtors, the First Lien Agent and the Second Lien Steering Committee, depending on the Designated Asset Sales proceeds.
	  ■ Immediately following the Emergence Date, Reorganized Samson will use substantially all of its cash—subject only to a carve-out of the Minimum Liquidity Amount—to temporarily pay down the New RBL

	Facility borrowings. For the avoidance of doubt, Reorganized Samson may thereafter draw on the New RBL Facility, consistent with standard RBL mechanics. ■ The New RBL Facility will contain customary terms and conditions to be negotiated with the New RBL Facility Lenders. The Debtors and Second Lien Term Lenders are supportive of the following terms: ■ A holiday on any downward borrowing base redeterminations until 18 months following the Emergence Date, with standard borrowing base redetermination mechanics thereafter; ■ A maturity of the fifth anniversary of the Emergence Date; ■ Substantially the same collateral and guarantor structure as the Existing RBL Facility; ■ A cash interest rate consistent with the Borrowing Base Utilization Grid set forth in the definition of "Applicable Margin" as of the Fourth Amendment to the RBL Facility credit agreement; provided that, during a continuation of an event of default, such rate will be increased by 2.0% per annum; ■ Mandatory prepayments to be agreed; and ■ Other terms to be negotiated.
Treatment of the Second Lien Term Lenders	■ The Second Lien Term Lenders will receive 100% of the reorganized common equity (the "New Common Equity") (prior to dilution from any MIP, if applicable) plus distributions from the Settlement Trust in accordance with the Settlement Trust Waterfall. ■ If the Minimum Liquidity Shortfall occurs, the Second Lien Term Lenders will assign a portion of their rights to distributions from the Settlement Trust in an amount equal to the Minimum Liquidity Shortfall Amount, to the Reorganized Debtors to support liquidity after the Emergence Date. ■ The Second Lien Lenders shall be entitled to assert the full amount of their Second Lien Adequate Protection Claim, the allowed amount of which shall be determined by the Bankruptcy Court at the confirmation hearing. The Second Lien Lenders shall also be entitled to request that the Court charge Professional Fee Claims (in addition to the Committee's Professional Fee Claims) to the Settlement Trust. ■ The Debtors will stipulate that the Second Lien Term Lenders are entitled to adequate protection for the full amount of any collateral diminution during the chapter 11 cases, and that such collateral diminution shall be measured from the Petition Date to the Emergence Date. The Debtors and the Second Lien Steering Committee may (but shall not be required to) negotiate a proposed settlement of the Second Lien Adequate Protection Claim and seek approval of such settlement

	in connection with confirmation of the Plan.
Treatment of the General Unsecured Claims (including Unsecured Noteholder Claims)	■ The holders of General Unsecured Claims will receive cash distributions from the Settlement Trust as provided in the Settlement Trust Waterfall.
Designated Asset Sales	■ The Company shall agree to sell certain assets (the "Designated Asset Sales") during the Chapter 11 cases. The selection of such assets will be done in consultation with members an unofficial steering committee of Second Lien Term Lenders (the "Second Lien Steering Committee"), the First Lien Agent, and the creditors' committee. ■ Proceeds from the Designated Asset Sales constituting Unencumbered Asset Sale Proceeds shall be applied toward the Settlement Trust Cash Amount. All other net proceeds from the Designated Assets Sales shall be used to: (i) pay down the Existing RBL Facility to achieve the Target RBL Balance; (ii) make other cash payments under the Plan, including payments to fund the Professional Fee Escrow; (iii) fund the payment of the Retention Option Payment, if any; and (iv) adequately capitalize Reorganized Samson.
Management Incentive Plan	■ The Plan Supplement will include a management incentive plan ("MIP") to be negotiated by the Debtors and the Second Lien Steering Committee. If the MIP is an equity-based award plan (e.g., RSUs, stock options, etc.), up to 10.0% of the New Common Equity (on a fully-diluted basis) shall be reserved for the MIP. ■ The Debtors and the Second Lien Steering Committee will negotiate and file the MIP by no later than September 30, 2016.
Governance	■ On the Emergence Date, Reorganized Samson shall have a 5 person Board of Directors, consisting of: (i) the CEO; and (ii) 4 directors selected by the Second Lien Steering Committee. ■ Reorganized Samson is anticipated to be a private C-corp., with LLC style governance and related operating/shareholders' agreements.
Hedging	■ The Debtors' existing commodity hedges shall be monetized on the Emergence Date, with the net proceeds used to pay down the New RBL Facility on a temporary basis, consistent with the above section titled "Treatment of the RBL Facility." ■ Subject to approval by the Board, as soon as reasonably practical after the Emergence Date, Reorganized Samson shall hedge an appropriate percentage of forecasted production from existing PDP wells during the years 2016–2018.
Executory Leases	■ Except as otherwise provided in the Plan or as required in connection with any

& Contracts	Designated Asset Sales, the Debtors may not assume, assume and assign, or reject any executory contracts or unexpired leases without the prior written consent of the Second Lien Steering Committee, which consent shall not be unreasonably withheld.
Other	■ The Plan will include customary releases and exculpations for the First Lien Agent, the other First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, the sponsors listed in Exhibit D to the August 14, 2015 Restructuring Support Agreement, each of the foregoing parties' respective current and former officers, directors, advisors and other representatives, and the Debtors' current and former officers, directors, advisors and other representatives, and in all cases consistent with the release and exculpation provisions set forth in the plan filed by the Debtors on September 17, 2015. ■ The Plan will include indemnification provisions consistent with the indemnification provisions set forth in the plan filed by the Debtors on September 17, 2015.
Implementation	■ As soon as practicable, the Debtors and the Second Lien Steering Committee will sign a restructuring support agreement incorporating the terms set forth in this Plan Term Sheet. ■ The Debtors will file a revised plan and disclosure statement consistent with this Plan Term Sheet and the restructuring support agreement on or before August 31, 2016. ■ The Debtors will provide summary information related to asset sale bids and agree on related cleansing materials to be included in the disclosure statement.

EXHIBIT B

Joinder Agreement

[_____], 2016

The undersigned ("Transferee") hereby acknowledges that it has read and understands the Plan Support Agreement, dated as of [___], 2016, a copy of which is attached hereto as Annex I (as it may be amended, supplemented, or otherwise modified from time to time, the "Plan Support Agreement"),[1] by and among the Debtors and the Consenting Lenders.

1. Agreement to be Bound. The Transferee hereby agrees to be bound by all of the terms of the Plan Support Agreement. The Transferee shall hereafter be deemed to be a "Consenting Lender" and a "Party" for all purposes under the Plan Support Agreement.

2. Representations and Warranties. With respect to the aggregate principal amount of Second Lien Loans set forth below its name on the signature page hereof, the Transferee hereby makes the representations and warranties of the Consenting Lenders set forth in Section 8 of the Plan Support Agreement to each other Party.

3. Governing Law. This joinder agreement (the "Joinder Agreement") to the Plan Support Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

* * * * *

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[1] Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Plan Support Agreement.

IN WITNESS WHEREOF, the Transferee has caused this Joinder Agreement to be executed as of the date first written above.

Name of Transferor: _____

Name of Transferee: _____

By: _____

Name: _____

Title: _____

Principal Amount of Second Lien Loans Transferred: $_____

Notice Address:

_____
_____
_____
Fax: _____
Attention: _____

With a copy to:

_____
_____
_____
Fax: _____
Attention: _____

EXECUTION VERSION

SECOND AMENDMENT TO PLAN SUPPORT AGREEMENT

This SECOND AMENDMENT TO PLAN SUPPORT AGREEMENT dated as of January 11, 2017 (this "Amendment"), is entered into by and among: (a) Samson Resources Corporation ("Samson") and its subsidiaries that are debtors in possession under chapter 11 of the Bankruptcy Code (collectively, the "Debtors") and (b) certain holders of Second Lien Loans party hereto from time to time (together with their respective successors and permitted assigns, the "Subject Lenders"). The Debtors, each Subject Lender, and any person or entity that subsequently becomes a party hereto in accordance with the terms of this Amendment are referred to herein collectively as the "Parties" and individually as a "Party." Unless otherwise defined herein, all defined terms used in this Amendment shall have the meanings ascribed to such terms in the PSA (as defined below).

RECITALS

WHEREAS, the Debtors have entered into the Plan Support Agreement, dated as of August 26, 2016, with the other Parties, as amended by that First Amendment to Plan Support Agreement dated as of September 30, 2016 (as amended, supplemented, or otherwise modified and in effect from time to time, the "PSA");

WHEREAS, as of the date hereof, the Subject Lenders constitute Required Consenting Lenders under the PSA and directly or indirectly (through funds and accounts they manage or advise) hold, control the voting power with respect to or have entered into binding contracts to purchase approximately 56.7 percent in principal amount of the Second Lien Loan Claims;

WHEREAS, as of the date hereof, the Subject Lenders and the other Parties desire to enter into the PSA as modified by this Amendment to amend certain Termination Events thereunder and to incorporate an amended chapter 11 plan of reorganization, a copy of which is attached hereto as **Exhibit A** (the "Amended Plan"), which Amended Plan is agreed to constitute the Plan or the Term Sheet, as applicable, for all purposes under the PSA, upon the terms and conditions set forth herein.

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

1. **Amendments**. The Parties hereto agree that the PSA is hereby amended effective as of the Effective Date (as defined below) such that:

   (a) the Amended Plan shall constitute the "Plan" and the "Term Sheet" (and all references to the "Plan" or the "Term Sheet" shall constitute references to the Amended Plan), for all purposes under the PSA;

   (b) the definition of "Required Consenting Lenders" is amended by replacing "a majority" with "at least two-thirds";

(c) Section 3(a) is amended by deleting the final word "and" in clause (x), replacing the period at the end of clause (xi) with a semicolon, and adding, after clause (xi): "(xii) support the Stipulation and Agreement Regarding (I) Global Settlement of Matters Related to Chapter 11 Plan, (II) Chapter 11 Plan Support, and (III) Related Matters, dated as of the date hereof (the "Settlement Stipulation"), including, for the avoidance of doubt, the immediate payment of $670 million to the First Lien Secured Parties on the terms and conditions set forth in paragraph 2 and the agreements set forth in paragraphs 8 and 14 thereof; and (xiii) support the implementation of the agreement contained in paragraph 13 of the Settlement Stipulation regarding the marketing and sale of the Debtors' assets after the Initial Effective Date if the Settlement Trust Cash Amount has not been transferred to the Settlement Trust by April 15, 2017; provided, however, that for the avoidance of doubt, the Debtors, the Committee, and the trustee of the Settlement Trust agree to consult with the Second Lien Steering Committee on any proposed marketing and sale procedures, and the Second Lien Parties shall have a right to be heard at any hearing on approval of such marketing and sale procedures.";

(d) Section 4(a)(ii) is amended by replacing "January 31, 2017" with "February 28, 2017";

(e) Section 5(a)(x) is amended by replacing "September 2, 2016" with one business day after the date hereof;

(f) Section 5(a)(xi) is amended by replacing "November 30, 2016" with "January 18, 2017";

(g) Section 5(a)(xii) is amended by replacing "January 31, 2017" with "February 28, 2017; or";

(h) Section 5(a) is amended by adding new subsection 5(a)(xiii):

"termination of the Backstop Commitment Agreement to be negotiated by and among the Debtors and the Subject Lenders in accordance with its terms"

(i) Section 5(b)(v) is deleted in its entirety and replaced with "[Reserved].";

(j) Section 5(b)(vi) is amended by replacing "September 2, 2016" with one business day after the date hereof;

(k) Section 5(b)(vii) is amended by replacing "November 30" with "January 18, 2017";

(l) Section 5(b)(viii) is amended by replacing "January 31, 2017" with "February 28, 2017"; and

(m) Section 14 is amended by replacing the second "12" therein with "13";.

2. **Management Incentive Plan**. The Debtors and the Second Lien Steering Committee will negotiate and file the MIP by no later than January 31, 2017.

3. **Joining Consenting Lenders**. Each Subject Lender party hereto that was not party to the PSA prior to the Amendment Effective Date (as defined below): (a) acknowledges that it has read and understands the PSA; (b) agrees to be bound by all of the terms of the PSA; and (c) shall hereafter be deemed to be a "Consenting Lender" and a "Party" for all purposes under the PSA.

4. **Effectiveness**. This Amendment shall become effective and binding when counterpart signature pages to this Amendment have been executed and delivered by the Debtors and Subject Lenders constituting Required Consenting Lenders under the PSA (such date, the "Amendment Effective Date"). Notwithstanding the foregoing sentence and for the avoidance of doubt, the Parties acknowledge and agree, for the benefit of those Consenting Lenders that do not execute this Amendment or, on or after the Amendment Effective Date, the PSA or a Joinder Agreement (collectively, "Non-Subject Lenders"), that, from and after the Amendment Effective Date: (i) the PSA shall be deemed terminated pursuant to Section 5 thereof solely as to such Non-Subject Lenders; and (ii) such Non-Subject Lenders shall not be "Consenting Lenders" or "Parties" to the PSA (and for the avoidance of doubt, shall have no further obligations in such capacities under Section 3 thereof); *provided, however*, that the foregoing shall not in any way limit, alter, or otherwise affect any agreements or obligations of any Non-Subject Lender that survive the termination of the PSA in accordance with the terms thereof.

5. **Representations and Warranties**.

(a) Each Party severally (and not jointly) represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof, subject to, solely as to the Debtors, any necessary approvals of the Bankruptcy Court:

(i) such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company or similar authority to enter into this Amendment and carry out the transactions contemplated under this Amendment and perform its obligations contemplated under this Amendment, and the execution and delivery of this Amendment and the performance of such Party's obligations under this Amendment have been duly authorized by all necessary corporate, limited liability company, partnership, or other similar action on its part;

(ii) the execution, delivery, and performance by such Party of this Amendment does not and will not (A) violate any provision of law, rule, or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, or (B) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party, other than breaches that arise from the filing of the Chapter 11 Cases;

(iii) the execution, delivery, and performance by such Party of this Amendment does not and will not require any registration or filing with, consent, or approval of, or notice to, or other action to, with or by, any federal, state, or governmental authority or regulatory body, except such filings as may be necessary and/or required for disclosure by the Securities and Exchange Commission and in connection with the Chapter 11 Cases, the Plan, and the Disclosure Statement; and

(iv) this Amendment is the legally valid and binding obligation of such Party, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of the Bankruptcy Court.

(b) Each Subject Lender severally (and not jointly) represents and warrants to the Debtors that, as of the date hereof (or as of the date such Subject Lender becomes a party hereto), such Subject Lender (i) is the beneficial owner of or have entered into binding contracts to purchase the aggregate principal amount of Second Lien Loans set forth below its name on the signature page hereof (or below its name on the signature page of the applicable Joinder Agreement), and/or (ii) has (A) sole investment or voting discretion with respect to such Second Lien Loans, (B) full power and authority to vote on and consent to matters concerning such Second Lien Loans or to exchange, assign, and transfer such Second Lien Loans, or (C) full power and authority to bind or act on the behalf of, the beneficial owner(s) or purchasers of such Second Lien Loans.

(c) Each Subject Lender severally (and not jointly) represents and warrants to the Debtors that such Subject Lender has made no prior Transfer of, and has not entered into any agreement to Transfer, in whole or in part, any portion of its right, title, or interests in any Second Lien Loans that are inconsistent with the representations and warranties of such Subject Lender herein or would render such Subject Lender otherwise unable to comply with this Amendment and perform its obligations hereunder.

6. **Miscellaneous**. Except as expressly set forth herein, the PSA is and shall remain unchanged and in full force and effect, and nothing contained in this Amendment shall, by implication or otherwise, limit, impair, constitute a waiver of, or otherwise affect the rights of the Debtors or the Subject Lenders, or shall alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the PSA.

7. **Survival**. This Amendment shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of the parties hereto.

8. **Governing Law**. This Amendment shall be governed by and construed in accordance with the law of the State of New York.

9. **Counterparts**. This Amendment may be executed by one or more of the parties on any number of separate counterparts (including by electronic transmission of signature pages hereto), and all of such counterparts taken together shall be deemed an original and to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

[Signature Pages Follow]

Samson Resources Corporation
Samson Investment Company
Geodyne Resources, Inc.
Samson Contour Energy Co.
Samson Contour Energy E&P, LLC
Samson Holdings, Inc.
Samson-International, Ltd.
Samson Lone Star, LLC
Samson Resources Company

By: _____
Name: JOHN STUART
Title: CRO/CFO

AGF Floating Rate Income Fund
By: Eaton Vance Management
as Investment Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

By: **Eaton Vance CDO VIII, Ltd.**
By: Eaton Vance Management
As Investment Advisor

Name: Michael B. Botthof

Title: **Vice President**

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

Eaton Vance CDO X PLC
By: Eaton Vance Management
As Investment Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

Eaton Vance CLO 2014-1 Ltd.
By: Eaton Vance Management
Portfolio Manager

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

Eaton Vance Floating-Rate Income Trust
By: Eaton Vance Management
as Investment Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

Eaton Vance Senior Floating-Rate Trust
By: Eaton Vance Management
as Investment Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

Eaton Vance International (Cayman Islands) Floating-Rate Income Portfolio
By: Eaton Vance Management
as Investment Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

Eaton Vance Senior Income Trust
By: Eaton Vance Management
as Investment Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

Eaton Vance Short Duration Diversified Income Fund
By: Eaton Vance Management
as Investment Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

By: Eaton Vance Institutional Senior Loan Fund
By: Eaton Vance Management
as Investment Advisor

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

Eaton Vance Limited Duration Income Fund
By: Eaton Vance Management
as Investment Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

By: **Eaton Vance Floating Rate Portfolio**
By: Boston Management and Research
as Investment Advisor

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

MET Investors Series Trust-
Met/Eaton Vance Floating Rate Portfolio
By: Eaton Vance Management
as Investment Sub-Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

Pacific Select Fund-
Floating Rate Loan Portfolio
By: Eaton Vance Management
as Investment Sub-Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

Senior Debt Portfolio
By: Boston Management and Research
as Investment Advisor

By: _____

Name: Michael B. Botthof

Title: Vice President

Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

By: **Eaton Vance VT Floating-Rate Income Fund**
By: Eaton Vance Management
as Investment Advisor

Name: Michael B. Botthof

Title: Vice President

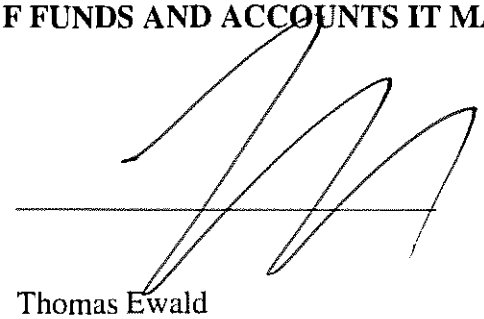
Notice Address:

Two International Place, 9th Floor
Boston MA 02110

617-672-1180

Attention: Steve Leveille

INVESCO SENIOR SECURED MANAGEMENT, INC., ON BEHALF OF FUNDS AND ACCOUNTS IT MANAGES

By: 

Name: Thomas Ewald

Title: Senior Portfolio Manager

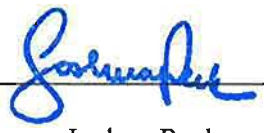
Notice Address:

Invesco Senior Secured
Management, Inc.
1166 Avenue of the Americas, 26th
Floor
New York, New York, 10036

Fax:

Attention: Thomas Ewald

PBB INVESTMENTS III, LLC

By: 

Name: Joshua Peck

Title: Vice President

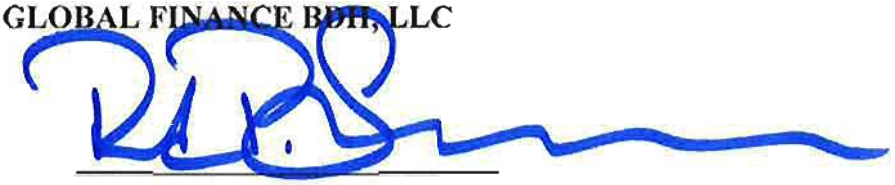
Notice Address:

TSSP Ops
TPG Special Situations Partners
345 California Street, Suite 3300
San Francisco, CA 94104
TSSPOps@tpg.com
Phone: (415) 486-5926
Fax: (415) 486-5930

With Copy To:

PBB Investments III, LLC
C/O State Street Bank
Attn: Benjamin O'Leary
1 Iron Street
Boston, MA 02210
Email: TPP_III-TPLE@StateStreet.com;
TPGBankLoans@statestreet.com
Phone: (617) 662-9757
Fax: (617) 369-9884

YORK GLOBAL FINANCE BDH, LLC

By: 

Name: Richard P. Swanson

Title: General Counsel

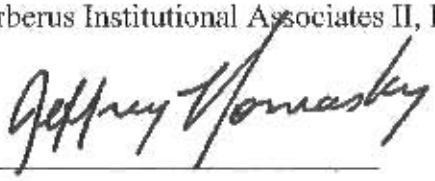
Notice Address:

York Capital Management
767 Fifth Avenue, 17th Floor
New York, NY 10153
Fax: 646.417.6252

Attention: Richard P. Swanson
General Counsel

CERBERUS INSTITUTIONAL PARTNERS V, L.P.

By: Cerberus Institutional Associates II, L.L.C., its General Partner

By: 

Name: Jeffrey L. Lomasky

Title: Senior Managing Director

Notice Address:

875 Third Avenue

New York, NY 10022

Fax: 646-885-3377

Attention: Sheila Peluso

CERBERUS INTERNATIONAL II MASTER FUND, L.P.

By: Cerberus Institutional Associates II, Ltd., its General Partner

By: 

Name: Jeffrey L. Lomasky

Title: Senior Managing Director

Notice Address:

875 Third Avenue

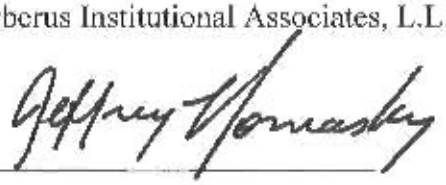
New York, NY 10022

Fax: 646-885-3377

Attention: Sheila Peluso

CERBERUS PARTNERS II, L.P.

By: Cerberus Institutional Associates, L.L.C., its General Partner

By: 

Name: Jeffrey L. Lomasky

Title: Senior Managing Director

Notice Address:

875 Third Avenue

New York, NY 10022

Fax: 646-885-3377

Attention: Sheila Peluso

Exhibit A

Amended Plan

EXHIBIT H

Performance Award Program

Q1 Proposed KEIP Metrics / Targets

($ in thousands, except participant payouts)

First Quarter of 2017 Proposed KEIP Targets

			Threshold		
Performance Metric	Weighting	Units	Metric	Payout %	Payout $
Total Production	50%	Mmcfe/d	124	50%	298
Total Operating Expense	50%	$	24,959	50%	298
Total					**596**

			Target		
Performance Metric	Weighting	Units	Metric	Payout %	Payout $
Total Production	50%	Mmcfe/d	138	100%	596
Total Operating Expense	50%	$	21,703	100%	596
Total					**1,193**

Proposed Participant Payouts[1]		
Andrew Kidd	$	765,000.00
Sean Woolverton		427,500.00
	$	1,192,500.00

(1) Assumes 100% of Target payout.

- The above Targets reflect the pro forma impact of the court-approved asset sales on Total Production and Total Operating Expense
- Additionally, the above Targets reflect the implementation of the G&A Reduction Plan, and assume $25 million in cash G&A expense for FY 2017
- Without limiting awards payable at the end of any performance period, upon confirmation of the Company's plan of reorganization, the Company may pay a prorated portion of awards for the first quarter of 2017 based upon satisfaction of a prorated portion of the applicable Targets from the period of January 1, 2017 through the confirmation date.