

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

)	
In re:)	Chapter 11
)	
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹)	Case No. 15-11934 (____)
)	
Debtors.)	(Joint Administration Requested)
)	

**DEBTORS’ APPLICATION FOR APPOINTMENT
OF GARDEN CITY GROUP, LLC AS CLAIMS AND
NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this application (this “Section 156(c) Application”).

Relief Requested

1. By this Section 156(c) Application, the Debtors respectfully request entry of an order (the “Retention Order”) appointing Garden City Group, LLC (“Garden City Group”) as the claims and noticing agent (the “Claims and Noticing Agent”) for the Debtors in their chapter 11 cases, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors’ chapter 11 cases. The Debtors’ selection of Garden City Group to act as the Claims and Noticing Agent has satisfied the Claims Agent Protocol (as defined below), in that the Debtors have obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all

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.

engagement proposals obtained and reviewed, that Garden City Group's rates are competitive and reasonable given Garden City Group's quality of services and expertise. The terms of Garden City Group's retention are set forth in the Engagement Agreement attached hereto as **Exhibit C** (the "Engagement Agreement"); *provided* that Garden City Group is seeking approval solely of the terms and provisions as set forth in this Section 156(c) Application and the proposed Retention Order attached hereto.

2. By separate application, the Debtors will seek authorization to retain and employ Garden City Group as administrative advisor in these chapter 11 cases pursuant to section 327(a) of the Bankruptcy Code because the administration of these chapter 11 cases will require Garden City Group to perform duties outside the scope of 28 U.S.C. § 156(c).

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code (the "Judicial Code"), section 105(a) of title 11 of the United States Code, 11

U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Local Rule 2002-1(f), and the Court’s *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012 (the “Claims Agent Protocol”).

Background

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

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

8. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have concurrently filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b).

Garden City Group’s Qualifications

9. Garden City Group is one of the country’s leading chapter 11 administrators and its professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Garden City Group’s professionals have acted as debtor’s official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Garden City Group is well-qualified to provide experienced claims and noticing services in connection with these Chapter 11 Cases. Garden City Group is or was retained as the claims

and noticing agent in a number of large chapter 11 cases in this District and in other districts, including, but not limited to, the following: *Quicksilver Resources Inc., et al.*, No. 15-10585 (LSS) (Bankr. D. Del. March 17, 2015); *ProNerve Holdings, LLC, et al.*, No.15-10373 (KJC) (Bankr. D. Del., Feb. 24, 2015); *AmCad Holdings, LLC, et al.*, No. 14-12168 (MFW) (Bankr. D. Del. Sept. 19, 2014); *In re ZCO Liquidating Corp. (f/k/a OCZ Tech. Grp., Inc.), et al.*, No. 13-13126 (PJW) (Bankr. D. Del. Dec. 2, 2013); *In re Savient Pharm., Inc., et al.*, No. 13-12680 (MFW) (Bankr. D. Del. Oct. 14, 2013); *In re Maxcom Telecomunicaciones, S.A.B. de C.V., et al.*, No. 13-11839 (PJW) (Bankr. D. Del. July 23, 2013); *In re Exide Techs.*, No. 13-11482 (KJC) (Bankr. D. Del. June 10, 2013); *In re Central European Distribution Corporation, et al.*, No. 13-10738 (CSS) (Bankr. D. Del. Apr. 7 2013); *In re Geokinetics, Inc., et al.*, No. 13-10472 (KJC) (Bankr. D. Del. Mar. 10, 2013).²

10. If Garden City Group is appointed as the Claims and Noticing Agent in these chapter 11 cases, the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Bankruptcy Court (the “Clerk”) will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

Services to be Provided

11. This Section 156(c) Application pertains only to the work to be performed by Garden City Group under the Clerk’s delegation of duties permitted by section 156(c) of the Bankruptcy Code and Local Rule 2002-1(f), and any work to be performed by Garden City Group outside of this scope is not covered by this Section 156(c) Application or by any order granting approval hereof. Specifically, Garden City Group will perform the following tasks in its role as Claims and Noticing Agent, as well as all quality control relating thereto:

² Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Section 156(c) Application. Copies of these orders are available upon request to the Debtors’ proposed counsel.

- (a) prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;
- (b) maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) maintain (i) a list of all potential creditors, equity holders and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update and make said lists available upon request by a party-in-interest or the Clerk;
- (d) furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) for *all* notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;

- (g) process all proofs of claim received, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;
- (h) maintain the official claims register for each Debtor (collectively, the “Claims Registers”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*), (vi) the applicable Debtor, and (vii) any disposition of the claim;
- (i) implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (j) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e); *provided* that if any evidence of transfer of claim(s) is filed with the Court pursuant to Bankruptcy Rule 3001(e), and if the evidence of transfer or notice thereof executed by the parties purports to waive the 21-day notice and objection period required under Bankruptcy Rule 3001(e), then the Claims and Noticing Agent may process the transfer of claim(s) to change the name and address of the claimant of such claim to reflect the transfer, and the effective date of such transfer will be the date the evidence of such transfer was docketed in the case;
- (k) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Garden City Group, not less than weekly;
- (l) upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk’s review (upon the Clerk’s request);
- (m) monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (n) identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (o) assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as

directed by the Debtors or the Court, including through the use of a case website and/or call center;

- (p) if these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three days of notice to Garden City Group of entry of the order converting the cases;
- (q) thirty days before the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Garden City Group as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;
- (r) within seven days of notice to Garden City Group of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the chapter 11 cases; and
- (s) at the close of these chapter 11 cases, box and transport all original documents, in proper format, as provided by the Clerk's office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, Missouri 64064, or (ii) any other location requested by the Clerk's office.

12. Additionally, to the extent any notice served is required to be given via regular mail, Garden City Group will, before mailing the notice of commencement or key matrix mailings, run the list of creditors and equity security holders through (i) the National Change of Address software maintained by the United States Postal Service (the "USPS") and (ii) the standardization and verification software that is CASS (Coding Accuracy Support System) certified by the USPS (clauses (i) and (ii) collectively, the "USPS Software") to update any addresses provided by the Debtors based on their books and records and to conform such records to USPS standards. If the USPS Software determines that a mailing address has changed, the Debtors propose that Garden City Group shall mail documents to the updated address; *provided* that Garden City Group shall be under no obligation to mail to the original address. If mail is returned to Garden City Group as undeliverable with a forwarding address, the Debtors propose that Garden City Group shall re-mail the document to the new address and

update its mailing database accordingly. If mail is returned to Garden City Group as undeliverable with no forwarding address, the Debtors propose that Garden City Group should be under no further obligation to mail any notices or other pleadings to that address.

13. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Garden City Group.

Professional Compensation

14. The Debtors respectfully request that the undisputed fees and expenses incurred by Garden City Group in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to section 156(c) of the Bankruptcy Code and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. Garden City Group agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

15. Before the Petition Date, the Debtors provided Garden City Group a retainer in the amount of \$45,000. Garden City Group seeks to first apply the retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

16. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Garden City Group and its directors, officers, employees, affiliates, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Garden City Group's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Retention Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these chapter 11 cases.

Disinterestedness

17. Although the Debtors do not propose to employ Garden City Group under section 327 of the Bankruptcy Code pursuant to this Section 156(c) Application (such retention will be sought by separate application), Garden City Group has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Ferrante Declaration, Garden City Group has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code.

18. Moreover, in connection with its retention as Claims and Noticing Agent, Garden City Group represents in the *Declaration of Angela Ferrante in Support of the Debtors' Application for Appointment of Garden City Group, LLC as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date* (the "Ferrante Declaration"), among other things, that:

- (a) Garden City Group and its personnel are not creditors, equity security holders, or insiders of the Debtors;

- (b) Garden City Group and its personnel are not, and were not, within two years before the date of the filing of these Chapter 11 Cases, directors, officers, or employees of the Debtors;³
- (c) Garden City Group and its personnel do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors;
- (d) Garden City Group will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- (e) by accepting employment in these chapter 11 cases, Garden City Group waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (f) in its capacity as the Claims and Noticing Agent in these chapter 11 cases, Garden City Group will not be an agent of the United States and will not act on behalf of the United States;
- (g) Garden City Group will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- (h) Garden City Group is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged; and
- (i) Garden City Group will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of section 156(c) of the Bankruptcy Code.

Garden City Group will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

³ Alison Miller, a Senior Consultant at GCG, is an attorney who was formerly associated with the Debtors' bankruptcy counsel, Kirkland & Ellis LLP ("Kirkland"). Ms. Miller was an attorney at Kirkland from September 2007 through February 2011. I have also been advised that while associated with Kirkland, Ms. Miller did not work on any matters involving the Debtors. In fact, Ms. Miller was no longer associated with Kirkland when these chapter 11 cases were filed.

Compliance with Claims and Noticing Agent Protocol

19. This Section 156(c) Application complies with the Claims Agent Protocol and substantially conforms to the standard section 156(c) application in use in this Court. To the extent that there is any inconsistency between this Application, the Retention Order, and the Engagement Agreement, the Retention Order shall govern.

Basis for Relief

20. Section 156(c) of the Judicial Code, which governs the staffing and expenses of bankruptcy courts, authorizes the Court to use “facilities” or “services” other than the Clerk’s Office for administration of bankruptcy cases. It states:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

21. In addition, Local Bankruptcy Rule 2002-1(f) provides:

Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (which can be found on the Court’s website) and shall perform the [Claims and Noticing Services].

Del. Bankr. L.R. 2002-1(f).

22. The Court has promulgated a protocol to ensure the use of competitive process in the selection of claims agents in instances where the Court has authorized such use under Claims Agent Protocol. In compliance with the Claims Agent Protocol, the Debtors obtained and reviewed engagement proposals from three court-approved notice and claims agents, including Garden City Group. First, the Debtors provided to each court-approved notice and claims agent the basic facts about the Debtors' cases and asked each company to submit a written proposal based upon such facts. The Debtors then asked each company case-specific pricing questions. Ultimately, the Debtors chose Garden City Group as their notice and claims agent based on their capability and favorable price terms.

23. Given the number of creditors and other parties in interest involved in these chapter 11 cases, the Debtors seek an order appointing Garden City Group as the claims and noticing agent in these chapter 11 cases pursuant to section 156(c) of the Bankruptcy Code and Local Rule 2002-1(f) to relieve this Court and the Clerk's Office of administrative burdens.

Nunc Pro Tunc Relief Is Appropriate

24. Pursuant to the Debtors' request, the Claims and Noticing Agent has served in that capacity since the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective *nunc pro tunc* to the Petition Date, so that the Claims and Noticing Agent may be compensated for its pre-application services. The Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment, as provided herein, because the Claims and Noticing Agent has provided and continues to provide valuable services to the Debtors' estates in the interim period.

25. Courts in this jurisdiction have routinely approved *nunc pro tunc* employment similar to that requested herein in matters comparable to this matter. *See, e.g., In re Quicksilver Resources Inc.*, No. 15-10585 (LSS) (Bankr. D. Del. Mar. 19, 2015) (approving *nunc pro tunc*

employment of a claims and noticing agent to perform claims and noticing services); *In re Energy Future Holdings Corp.*, No. 14-10979 (CSS) (Bankr. D. Del. May 2, 2014) (same); *In re Dolan Co.*, No. 14-10614 (BLS) (Bankr. D. Del. Mar. 25, 2014) (same); *In re Sorenson Commc'ns, Inc.*, No. 14-10454 (BLS) (Bankr. D. Del. Mar. 4, 2014) (same); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Sept. 4, 2013) (same); *In re Dex One Corp.*, No. 13-10533 (KG) (Bankr. D. Del. Mar. 19, 2013) (same); *In re Satcon Tech. Corp.*, No. 12-12869 (KG) (Bankr. D. Del. Oct. 18, 2012) (same); *In re Prince Sports, Inc.*, No. 12-11439 (KJC) (Bankr. D. Del. May 2, 2012) (same).

26. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Judicial Code, the Local Rules, and the Claims Agent Protocol. Accordingly, the Debtors respectfully request entry of an order pursuant to section 156(c) of the Judicial Code, Local Rule 2002-1(f), and the Claims Agent Protocol authorizing the Debtors to retain and employ the Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

27. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

28. The Debtors will provide notice of this motion to: (a) the Office of the U.S. Trustee for the District of Delaware; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agent under the Debtors' first lien credit facility; (d) counsel to the agent under the Debtors' first lien credit facility; (e) the agent under the Debtors' second lien credit facility; (f) counsel to the agent under the Debtors' second lien credit

facility; (g) the indenture trustee under the Debtors' 9.75% senior notes due 2020; (h) counsel to certain majority holders of the existing common stock of the Debtors; (i) holders of the existing preferred stock of the Debtors; (j) counsel to holders of the existing preferred stock of the Debtors; (k) the United States Attorney's Office for the District of Delaware; (l) the Internal Revenue Service; (m) the United States Securities and Exchange Commission; (n) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; and (o) the state attorneys general for states in which the Debtors conduct business. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

29. No prior request for the relief sought in this Section 156(c) Application has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein, and (b) granting such other relief as is just and proper.

Dated: September 17, 2015
Wilmington, Delaware

/s/ Philip Cook

Philip Cook
Samson Resources Corporation
Executive Vice President & Chief
Financial Officer

EXHIBIT A

Proposed Order

2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that notice of and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and the Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtors are authorized to retain Garden City Group as Claims and Noticing Agent effective *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement, and Garden City Group is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Application.

3. Garden City Group shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and

is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Garden City Group is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

5. Garden City Group is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate Garden City Group in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Garden City Group and the rates charged for each, and to reimburse Garden City Group for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Garden City Group to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Garden City Group shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; *provided* that the parties may seek resolution of the matter from this Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Garden City Group under this Order shall be an administrative expense of the Debtors' estates.

10. Garden City Group may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Garden City Group may hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Garden City Group under the terms of the Engagement Agreement as modified herein.

12. Garden City Group shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Garden City Group, or provide contribution or reimbursement to Garden City Group, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from Garden City Group's gross negligence or willful misconduct; or (b) settled prior to a judicial determination as to Garden City Group's gross negligence or willful misconduct, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which Garden City Group should not receive indemnity, contribution, or reimbursement under the terms of the Section 156(c) Application and the Engagement Agreement, as modified by this Order.

14. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal); or (b) the entry of an order closing these chapter 11 cases, Garden City Group believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Garden City Group must file an application therefor in this Court, and the Debtors may not pay any such amounts to Garden City Group before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Garden City Group for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Garden City Group. All parties in interest shall retain the right to object to any demand by Garden City Group for indemnification, contribution, or reimbursement.

15. In the event Garden City Group is unable to provide the services set out in this Order, Garden City Group will immediately notify the Clerk and the Debtors' attorney and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

16. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Garden City Group but is not specifically authorized by this Order.

17. The Debtors and Garden City Group are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

18. Notwithstanding any term in the Engagement Agreement to the contrary, this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

19. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

20. Garden City Group shall not cease providing claims processing services during the chapter 11 case(s) for any reason, including nonpayment, without an order of this Court.

21. In the event of any inconsistency between the Engagement Agreement, the Application and this Order, this Order shall govern.

22. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

23. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

24. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

25. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2015
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Ferrante Declaration

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

In re:)	
)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹)	Case No. 15-11934 (___)
)	
Debtors.)	(Joint Administration Requested)
)	

**DECLARATION OF ANGELA FERRANTE IN SUPPORT OF THE
DEBTORS’ APPLICATION FOR APPOINTMENT OF GARDEN CITY GROUP, LLC
AS CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

I, Angela Ferrante, under penalty of perjury, declare as follows:

1. I am a Vice President of Garden City Group, LLC (“Garden City Group”), and I am authorized to make and submit this Declaration on behalf of Garden City Group. This Declaration is submitted in support of the *Application for Appointment of Garden City Group, LLC as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date* (the “Section 156(c) Application”),² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for authorization to retain Garden City Group as the official claims and noticing agent (“Claims and Noticing Agent”) for the above-captioned chapter 11 cases pursuant to 28 U.S.C. § 156(c) and to approve the assumption of the Engagement Letter, dated as of September 9, 2015. The statements contained herein are based upon personal knowledge.

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 utilized but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application or the *Declaration of Philip Cook in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 2].

2. Garden City Group is one of the country's leading chapter 11 administrators with expertise in noticing, claims processing, balloting administration, and distribution. Garden City Group is well-qualified to provide experienced claims and noticing services in connection with these chapter 11 cases. Garden City Group is or was retained as the claims and noticing agent in a number of large chapter 11 cases in this District and in other districts, including, but not limited to, the following: *Quicksilver Resources Inc., et al.*, No. 15-10585 (LSS) (Bankr. D. Del. March 17, 2015); *ProNerve Holdings, LLC, et al.*, No. 15-10373 (KJC) (Bankr. D. Del., Feb. 24, 2015); *AmCad Holdings, LLC, et al.*, No. 14-12168 (MFW) (Bankr. D. Del. Sept. 19, 2014); *In re ZCO Liquidating Corp. (f/k/a OCZ Tech. Grp., Inc.), et al.*, No. 13-13126 (PJW) (Bankr. D. Del. Dec. 2, 2013); *In re Savient Pharm., Inc., et al.*, No. 13-12680 (MFW) (Bankr. D. Del. Oct. 14, 2013); *In re Maxcom Telecomunicaciones, S.A.B. de C.V., et al.*, No. 13-11839 (PJW) (Bankr. D. Del. July 23, 2013); *In re Exide Techs.*, No. 13-11482 (KJC) (Bankr. D. Del. June 10, 2013); *In re Central European Distribution Corporation, et al.*, No. 13-10738 (CSS) (Bankr. D. Del. Apr. 7 2013); *In re Geokinetics, Inc., et al.*, No. 13-10472 (KJC) (Bankr. D. Del. Mar. 10, 2013).³

3. The Debtors selected Garden City Group to serve as the claims and noticing agent for the Debtors' estates, as set forth in more detail in the Section 156(c) Application. To the best of my knowledge, neither Garden City Group, nor any of its professional personnel, have any relationship with the Debtors that would impair Garden City Group's ability to serve as Claims and Noticing Agent. Garden City Group may have relationships with some of the Debtors' creditors, but any such relationships are in matters completely unrelated to these chapter 11 cases, either as vendors or in cases where Garden City Group serves as a settlement claims

³ Because of the voluminous nature of the cases referenced herein, orders granting Garden City Group's retention are not attached to the Section 156(c) Application. Copies of such orders, however, are available on request of the Debtors' proposed counsel.

administrator or bankruptcy administrator. Garden City Group's assistance in the cases where Garden City Group acts as a settlement claims administrator in the non-bankruptcy context has been primarily related to the design and dissemination of legal notices and other administrative functions in such matters. In addition, Garden City Group personnel may have relationships with some of the Debtors' creditors; *however*, such relationships are of a personal, financial nature and completely unrelated to these chapter 11 cases. Garden City Group has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to these chapter 11 cases. Garden City Group has represented, and will continue to represent, clients in matters unrelated to these chapter 11 cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these chapter 11 cases.

4. Garden City Group is a wholly owned subsidiary of Crawford & Company. I am advised that Crawford & Company has no material relationship with the Debtors, and while it may have rendered services to certain creditors, received services from certain creditors, or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to Garden City Group's retention by the Debtors in these chapter 11 cases.

5. I have been advised that Alison Miller, a Senior Consultant at Garden City Group, is an attorney who was formerly associated with the Debtors' bankruptcy counsel, Kirkland & Ellis LLP ("Kirkland"). Ms. Miller was an attorney at Kirkland from September 2007 through February 2011. I have also been advised that while associated with Kirkland, Ms. Miller did not work on any matters involving the Debtors. In fact, Ms. Miller was no longer associated with Kirkland when these chapter 11 cases were filed.

6. Garden City Group is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14), in that Garden City Group and its professional personnel:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not, and were not, within two years before the date of the filing of these chapter 11 cases, directors, officers, or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interests of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

7. Garden City Group has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these chapter 11 cases. If Garden City Group’s proposed retention is approved by this Court, Garden City Group will not accept any engagement or perform any service for any entity or person other than the Debtors in these chapter 11 cases; *provided* that contemporaneous with the filing of the Section 156(c) Application or shortly thereafter, the Debtors intend to file a separate application to retain Garden City Group pursuant to Bankruptcy Code section 327 to provide additional services outside the scope of 28 U.S.C. §156(c). In addition, Garden City Group may provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

8. Garden City Group represents, among other things, that:

- (a) it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims and Noticing Agent;
- (b) by accepting employment in these chapter 11 cases, Garden City Group waives any right to receive compensation from the United States government;

- (c) in its capacity as Claims and Noticing Agent, Garden City Group will not be an agent of the United States and will not act on behalf of the United States; and
- (d) Garden City Group will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent.

9. Subject to Court approval, the Debtors have agreed to compensate Garden City Group for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with these chapter 11 cases according to the terms and conditions of the Bankruptcy Administration Agreement by and between the Debtors and Garden City Group, dated as of September 9, 2015, a true and correct copy of which is attached as **Exhibit C** to the Section 156(c) Application. The case-specific pricing terms have been provided to the Debtors directly. Payments are to be based upon the submission of a billing statement by Garden City Group to the Debtors after the end of each calendar month which includes a detailed listing of services and expenses. In connection with Garden City Group's services, the Debtors have provided Garden City Group a retainer in the amount of \$45,000.

10. Garden City Group will comply with all requests of the Clerk of the Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

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

Dated: September 17, 2015
Wilmington, Delaware

/s/ Angela Ferrante

Angela Ferrante
Vice President
Garden City Group LLC

EXHIBIT C

Engagement Agreement



BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of September 9, 2015, is between Garden City Group, LLC, a Delaware limited liability company (the "Company"), and Samson Resources Corporation, Delaware Corporation and certain of its subsidiaries including 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, Geodyne Resources, Inc. (collectively, the "Clients").

The Clients desire to retain the Company to perform certain noticing, claims processing, solicitation and other administrative services for the Clients in their chapter 11 cases anticipated to be filed in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Clients. Such services are hereinafter referred to as "Services." The Clients agree and understand that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1. Compensation. As full compensation for the Services to be provided by the Company, the Clients agree to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Clients and is attached hereto as Exhibit A, after taking into account additional agreed upon discounts (subject to Bankruptcy Court approval in the event of an unresolved dispute). In some instances, these fees include commissions and/or markups. Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. Clients and the Company intend that all fees and expenses incurred in connection with Services rendered by the Company pre-petition be paid in advance of or contemporaneously with the rendering of such Services. All such payments shall be made by wire transfer. Clients agree to pay, by wire transfer, the Company a retainer of \$45,000 (which may be replenished from time to time), to be applied as follows: (a) first against the contemporaneous and subsequent fees and expenses incurred by the Clients in connection with Services rendered by the Company pre-petition; and (b) with respect to the portion of the retainer that remains outstanding, if any, after the petitions are filed, first against any outstanding pre-petition fees and expenses incurred by the Clients in connection with the Services (and the retainer will thereafter be replenished to the original retainer amount to the extent necessary), and then against the final bill that will be rendered by the Company to the Clients for the post-petition fees and expenses incurred by the Clients in connection with the Services.

2.2. Expenses. In addition to the compensation set forth in Section 2.1, the Clients shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Clients and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor. The Clients and the Company intend to satisfy all expenses incurred in connection with pre-

petition Services from advance retainers or contemporaneous payments. All such payments shall be made by wire transfer.

2.3. Billing and Payment. Except as provided in Section 2.2, or specifically set forth below in this Section 2.3, the Company shall bill the Clients for its fees and expenses for Services performed under 28 U.S.C. § 156(c) on a monthly basis, and the Clients shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). With respect to pre-petition invoices, the same will show application of advance and contemporaneous payments against subsequent and contemporaneous fees and expenses and state an advance amount to replenish the retainer. With respect to post-petition invoices, for Services performed outside the scope of 28 U.S.C. § 156(c), the Company shall apply for compensation and reimbursement of expenses in accordance with the procedures set forth in 11 U.S.C. §§ 330 and 331, the applicable Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the District of Delaware, any applicable orders of the Bankruptcy Court, the guidelines established by the United States Trustee for the District of Delaware and such other procedures that have been, or may be, fixed by order of the Bankruptcy Court. Unless otherwise agreed to in writing, (i) postage expense, and certain other expenses, and (ii) fees for print notice and media publication (including any markups and/or commissions charged by GCG and included in those fees) must be paid within three (3) business days of the date of GCG's invoice. Each of the Clients is jointly and severally liable for the Company's fees and expenses.

3. Term and Termination.

3.1. Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2. Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of written notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue, in good faith, efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of written notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

(c) In accordance with the Bankruptcy Court's Local Rules, procedures and/or directives, or in the absence thereof, as soon as practicable (i) following the entry of a final decree closing the chapter 11 case, or (ii) following the conversion of the chapter 11 case to chapter 7, the Company shall forward all original proofs of claim to the Federal Archives Record Administration. For all other documents in the Company's actual or constructive possession (including, but not limited to, letters, e-mails, facsimiles, other correspondence and all undeliverable and/or returned mail), the Company shall retain paper copies and electronic copies for one (1) year (i) following the entry of a final decree closing the chapter 11 case, or (ii) following the conversion of the chapter 11 case to chapter 7. Following the one (1) year retention period, the Company shall have the right to destroy all such documents. This provision shall not affect the Company's normal course business processes for archives

and back-up tapes.

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Clients. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Clients to their employees, and the Clients will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Clients. Nothing in this Agreement requires the Clients to use the Company for any future work relating to the Services, and, in the event the Clients decide to use another party for such future work, the Company agrees to cooperate fully with the Clients to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Clients are responsible for the accuracy of all programs, data and other information they submit to the Company (including all information for the preparation of Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”)) and for the output of such information. The Company may undertake to place such data and information into certain systems and programs, including in connection with the generation of Schedules and Statements. The Company does not verify information provided by the Clients and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Clients. All Schedules and Statements filed on behalf of, or by, the Clients are reviewed and ultimately approved by the Clients, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1. Confidentiality. In connection with this Agreement, each of the Clients and the Company (as the case may be, the “Disclosing Party”) may disclose to the Company or the Clients (as the case may be, the “Receiving Party”) certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party (“Confidential Information”) prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party’s obligations hereunder, and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party’s obligations hereunder, in either case, without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction, provided, however, that the Receiving Party must provide the Disclosing Party with prompt written notice of such subpoena or court order so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the Disclosing Party’s efforts to obtain same.

6.2. Protection of Intellectual Property. The Clients acknowledge that the Company’s intellectual property, including, without limitation, the Company’s inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Clients agree to use their best efforts to protect such intellectual property, and shall not, either during the term of this Agreement, or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Clients understand that the software programs and other materials furnished by the Company pursuant to this Agreement, and/or developed during the course of this Agreement by the Company, are the sole property of the Company. The term “program” shall include, without limitation,

data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation. The Clients further agree that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3. Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Indemnification. The Clients, jointly and severally, hereby indemnify and hold harmless the Company and its directors, officers, employees, affiliates and agents against any losses incurred by the Company arising out of, in connection with or related to (a) any gross negligence or willful misconduct by the Clients, their employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendering of the Services; (b) any breach of this Agreement by any of the Clients; or (c) any erroneous instructions or information provided to the Company by any of the Clients for use in providing the Services. Notwithstanding any provision in the Application (as defined herein) or the Agreement to the contrary, the Clients have no obligation to indemnify the Company or provide contribution or reimbursement to the Company for any claim or expense that is either (a) judicially determined (the determination having become final) to have arisen from the Company's gross negligence or willful misconduct or (b) settled prior to a judicial determination as to the Company's gross negligence or willful misconduct, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution or reimbursement under the terms of the Application and this Agreement, as modified by Bankruptcy Court order (each, an "Order"). If, before the earlier of (a) the entry of an Order confirming a chapter 11 plan in these chapter 11 cases (that Order having become a final order no longer subject to appeal), and (b) the entry of an Order closing these chapter 11 cases, the Company believes that it is entitled to the payment of any amounts by the Clients on account of the Clients' indemnification, contribution and/or reimbursement obligations under this Agreement (as modified by an Order), including without limitation the advancement of defense costs, the Company must file an application therefor in the Bankruptcy Court, and the Clients may not pay any such amounts to the Company before the entry of an Order approving the payment.

8. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction over all matters regarding this Agreement.

9. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five (5) days after the

date of deposit in the United States mail, or, if sent by overnight courier, one (1) business day after delivery to such courier, as follows: if to the Company, to Garden City Group, LLC, 1985 Marcus Avenue, Suite 200, Lake Success, New York 11042, Attention: David Isaac, Chief Executive Officer; and if to the Clients, to Kirkland & Ellis LLP, 300 North LaSalle, Chicago, IL 60654, Attention: Brad Weiland, Esq., Counsel to Samson Resources Corporation.

11. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

12. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court having competent jurisdiction, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

13. Assignment. This Agreement and the rights and obligations of the Company and the Clients hereunder shall bind and inure to the benefit of any successors or assigns thereto.

14. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Clients shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such Application (the "Retention Order"), any discrepancies between this Agreement, the Application and the Retention Order shall be controlled by the Application and the Retention Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Samson Resources Corporation et al.

Garden City Group, LLC

By: Philip Cook
Name: Philip Cook
Title: EVA + CFO

By: Angela Ferrante
Name: Angela Ferrante
Title: Vice President

EXHIBIT A



GCG Pricing

Services

Fees (Unit/Hourly)

Set-Up Creditor File

Set-up fee	Waived
Electronic import of creditor data	No per creditor charge
Assist with production of Schedules and Statements of Financial Affairs	Standard hourly rates

Noticing

Notice printing / copies	\$0.10 per page (volume discounts apply)
Electronic noticing (e-mail)	\$50 per 1,000
Facsimile noticing (domestic facsimile)	\$0.10 per page
Personalization/labels.....	\$0.05 each
Legal publication of notice.....	Quote
Processing undeliverables	\$0.25 each

Document Management

Sort and prep mail (including handling remains).....	Standard hourly rates
Document scanning.....	\$0.12 per image
Monthly document storage (paper)	\$1.50 per box
(electronic).....	\$0.02 per image (waived for first three months)

Claims Administration

Association of claimant name and address to database.....	\$0.15 per claim
Claim acknowledgement postcards.....	\$0.10 each
Processing of claims, including non-conforming claims, supervisory review and application of message codes.....	Standard hourly rates

Public Securities / Balloting / Solicitation and Tabulation

Solicitation and Balloting (including coordination with nominees and Broadridge and processing of master ballots, tabulation, verification and certification of vote).....	Standard hourly rates
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