IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DECLARATION OF PHILIP COOK IN SUPPORT OF CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS

I, Philip Cook, hereby declare under penalty of perjury:

1. I am an Executive Vice President and the Chief Financial Officer of Samson Resources Corporation, a corporation organized under the laws of Delaware and one of the above-captioned debtors and debtors in possession.

Introduction

2. Oil and gas companies across the United States and around the world are feeling the pressure from the downward spiral in commodity prices, and the fate of many of these companies is yet to be determined. Access to capital is the lifeblood of exploration and production companies. With increasing leverage because of a constant need for capital, together with the recent rising cost of capital in the industry, operating in the current environment has been—and likely will remain—challenging. In addition to being capital intensive, there are several requirements associated with maintaining an oil and gas business, including an inventory of economic wells to drill, a consistent drilling program to offset the natural declines in

[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.

production that occur almost immediately, and a relatively consistent outlook for commodity prices. Some companies will attempt to wait out the current conditions, hoping for a rebound in commodity pricing and increased access to low-cost capital; others will succumb to market pressures and be forced to sell at depressed prices or otherwise permanently halt operations. Other companies will take a proactive approach and work to reshape their operations and balance sheet in a manner that will allow them to weather the macroeconomic environment in all circumstances.

3. Samson is an independent oil and gas company focused on the exploration, development, and production of natural gas and oil through its ownership interests in approximately 1.6 million net acres located in some of the most prolific and long-lived basins in the United States. Samson produced approximately 530 million cubic feet equivalents ("MMcfe/d") of gas and oil per day in 2014 from its producing wells, but has temporarily suspended exploration and drilling operations in light of its current financial distress and the recent industry turmoil.

4. A number of unexpected and unprecedented challenges have crippled Samson's ability both to sustain its leveraged capital structure and to commit the capital necessary for exploration and production. The continuation of dramatically low natural gas prices, a steep drop in the price of oil, and general market uncertainty have created an incredibly challenging operational environment for all exploration and production companies. In just the last 12 months, the price of oil dropped by more than 50 percent—from approximately $92 a barrel as of September 15, 2014 to below $50 a barrel as of September 15, 2015. With the price of natural gas at historic lows, the commodity price decline has created a perfect storm necessitating immediate action to restore the health of the company.

5. Samson has aggressively attacked these challenges. Following internal cost cutting (including recent suspension of drilling activity in February 2015) and performance improvement initiatives, together with isolated asset sales following an in-depth strategic review of a significant portion of its assets and operations, Samson concluded that it would need to rationalize its portfolio and add new assets with a better economic profile. Notwithstanding these initiatives, it became clear in December 2014 that Samson's current capital structure prevented it from rationalizing its portfolio through sales and acquisitions. In response, Samson retained restructuring professionals, including Kirkland & Ellis LLP and Blackstone Advisory Partners,[2] to help chart a path forward.

6. With the help of its advisors, Samson considered and debated at length whether it was appropriate to make a $110 million interest payment on its senior unsecured notes in February 2015, or instead preserve liquidity and immediately commence a chapter 11 proceeding. Ultimately, Samson made the interest payment, thereby—together with a March 2015 amendment to Samson's revolving credit facility—affording it a runway to negotiate a restructuring and recapitalization in a coordinated manner that would best maximize value and avoid the filing of a chapter 11 case without a developed restructuring framework in hand. These decisions proved to be critically important: Samson was afforded nearly six months to engage in in-depth negotiations with both its second lien lenders and unsecured noteholders, all leading to what Samson believes will be a brief stay in chapter 11 to effectuate a complete restructuring and recapitalization that will set it on the path to profitability.

7. Samson publicly reported significant value deterioration in its asset base in its 2014 annual report on Form 10-K filed on March 31, 2015 and Year-End 2014 Conference Call

[2] Effective October 1, 2015, Blackstone Advisory Partners L.P. will be spun off from The Blackstone Group L.P. and combined with PJT Partners L.P.

presentation. More specifically, Samson reported that the pre-tax "PV-10"—a commonly used methodology in the energy industry to derive the present value of estimated future oil and gas revenues, net of estimated direct expenses, and discounted at an annual rate of 10 percent—of its existing proved reserves was approximately $1.4 billion (including hedges).[3] The PV-10 suggested that value did not extend beyond Samson's $1 billion second lien term loan.

8. To facilitate a restructuring, Samson organized its major constituents and engaged in negotiations. At Samson's request, the second lien agent under Samson's second lien term loan (at the direction of certain second lien lenders holding more than a majority in principal amount of the second lien loans), engaged legal counsel, who, in turn, engaged a financial advisor. Likewise, a group holding more than a majority of Samson's $2.25 billion in unsecured notes engaged legal counsel and a financial advisor (notably, certain of the noteholders previously submitted a restructuring proposal to Samson in January 2015). The engagement of both sets of advisors and the deliberate dual-path approach was constructed by Samson to create competitive tension. This, in turn, would force each constituency to put its best foot forward and promote the development and negotiation of value-maximizing solutions for consideration by Samson and its board of directors.

9. Significant diligence was followed by several months of negotiations, with both groups advancing actionable proposals. The two potential paths forward, however, contemplated very different outcomes for Samson.

10. The noteholders' proposal was designed to extend Samson's runway for the benefit of the bottom half of the capital structure through an out-of-court exchange offer and new money investment to be led by the participating noteholders. Through the use of existing

[3] Value of reserves calculated using NYMEX strip oil and natural gas prices. "NYMEX" means the New York Mercantile Exchange.

indebtedness and lien baskets and a refinancing or amendment of the existing $950 million first lien credit facility, the potential transaction would have resulted in a "layering" of approximately $650 million in fresh capital from the noteholders, together with exchanged unsecured indebtedness (at a discount), ahead of the existing second lien term loan and directly behind the refinanced or amended first lien credit facility. None of the new money or exchanged indebtedness was proposed to come in on a junior basis; instead, in all iterations of the noteholders' proposal, both the new money and exchanged obligations would have primed the exiting second lien debt. The theory behind the noteholder proposal was that an extension of the company's runway for a few years would allow the company to benefit from a potential commodity price recovery and successful development of its acreage. This proposal would have effectively created an option for stakeholders that were otherwise "out of the money." Importantly, the noteholders' proposals consistently included "customary" mutual releases of claims and causes of action between the equity owners and the noteholders.

11. On the other hand, the proposal from the group of second lien lenders contemplated a deleveraging of more than $3 billion, together with the infusion of $450 million in fresh capital that would permit the company to restart drilling operations and sustain the reorganized business through a potentially prolonged period of depressed oil and gas prices. The second lien lenders maintained that an unsecured exchange that sought to layer the existing second lien term loan facility would violate the second lien intercreditor agreement and other loan documents, and informed the Debtors that they would aggressively challenge any attempt to effectuate such a transaction. The second lien lenders recognized that their proposal would need to be implemented in chapter 11 because of the contemplated equitization or cancellation of existing claims and interests.

12. After months of diligence, negotiations, debate, and deliberation, Samson determined to proceed with the second-lien transaction, which will reduce the first lien indebtedness and cancel the outstanding second lien indebtedness, unsecured indebtedness, the preferred equity, and the equity interests of Samson's owners—including those whose representatives also serve on Samson's board of directors. Even though the noteholder-led alternative would have preserved an option for existing equity to potentially recover if commodity prices significantly rebounded, the unsecured exchange alternative simply was not feasible. Thus, notwithstanding threats of litigation from the noteholders if Samson did not agree to effectuate the noteholder-led proposal, Samson, with the support of certain of its existing equity owners who stood to lose their entire $4.1 billion investment in any alternative other than the noteholder-led proposal, made the decision that was in the best interest of the enterprise.

13. The noteholders' proposal necessitated satisfaction of several significant contingencies. These included, among others: obtaining consent to the exchange from holders of at least 95 percent of the unsecured notes (the proposing group held only approximately 56 percent); reaching an agreement with the existing first lien lenders or a replacement lender to allow for the contemplated layering under Samson's existing credit documents; ensuring that any arrangement fit squarely within the existing intercreditor arrangement in place with the second lien lenders; and securing an agreement with members of the Schusterman family, the original founders of Samson (together with certain related parties, the "Schustermans") in their capacities as holders of preferred shares in Samson. Furthermore, proceeding with the noteholders' proposal was subject to risk and delay given the second lien lenders' contentions that the transaction violated terms of the second lien term loan facility documents and intercreditor agreement.

14. Samson believed it needed to clear each of these hurdles before launching an exchange offer on August 17, 2015, which was the last day to launch and keep the exchange open for the requisite number of days before expiration of the 30-day grace period for the interest payment on the unsecured notes. In the face of these contingencies, commodity prices continued to decline during the course of negotiations. And, the attendant softening of the credit markets was front and center in the negotiations. During negotiations in June and July, the interest rate on the $650 million new money investment proposed by the noteholder group (which would have primed the existing second lien loan) went from 9 percent cash-pay (and three percent payment-in-kind) to 16.5 percent cash-pay. Meanwhile, various potential secured financing sources indicated to Samson that an amended, restated, or replacement first lien facility would have been difficult, if not impossible, to procure under these circumstances. The totality of these factors (and significant contingencies) led Samson, in the exercise of the business judgment of its board of directors and management, to dedicate all efforts to the second-lien transaction beginning in late July.

15. On August 14, 2015, Samson entered into a restructuring support agreement with its owners and a group of second lien lenders holding approximately 45.5 percent of second lien loan claims. Over the last 30 days, Samson has successfully worked to document this transaction, resulting in today's filing of a chapter 11 plan and related disclosure statement that contemplates the implementation of a debt-for-equity conversion and a $450 to $485 million fully back-stopped rights offering. The restructuring is now supported by more than 68 percent of second lien lenders. The proposed restructuring will deleverage the company by more than $3 billion and reduce debt service by more than $250 million. With approximately $250 million

of projected cash on hand at emergence, Samson will be able to restart drilling operations and implement its portfolio optimization program.

16. Time is of the essence. Samson's restructuring support agreement requires it to move quickly through chapter 11 and seek confirmation of the proposed plan by December 1, 2015. In this dynamic operating environment with historically low commodity prices, Samson has secured access to much needed capital so that it can avoid the fate of many similarly situated companies that have, or likely will be forced to, cease operations. All of which comes on the heels of a six-month dual track negotiation with the second lien lenders and noteholders designed to secure the best transaction for Samson. The need to move quickly to implement the rights offering and access the new money commitment cannot be overstated. Although noteholder claims and existing equity will be cancelled as part of this transaction, it would be unfortunate if unnecessary litigation delays the implementation of what was a fair and truly arms' length dual-track process that resulted in only one viable restructuring alternative in an extremely challenging environment.

17. To effectuate this restructuring, on September 16, 2015 (the "Petition Date"), the Debtors filed their voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), with the Court. To minimize the adverse effects on their businesses, the Debtors have filed motions and pleadings seeking various types of "first day" relief (collectively, the "First Day Motions"). The First Day Motions seek relief to allow the Debtors to meet necessary obligations and fulfill their duties as debtors in possession. I am familiar with the contents of each First Day Motion and believe that the relief sought in each First Day Motion is necessary to enable the Debtors to operate in chapter 11 with minimal disruption or loss of productivity and value, constitutes a critical element in achieving a

successful reorganization of the Debtors, and best serves the Debtors' estates and creditors' interests. The facts set forth in each First Day Motion are incorporated herein by reference.

18. I am generally familiar with Samson's day-to-day operations, business and financial affairs, and books and records and have served as Samson's Chief Financial Officer since April 2012. Except as otherwise indicated herein, all facts set forth in this declaration are based upon my personal knowledge of Samson's employees and operations and finances, information learned from my review of relevant documents, information supplied to me by other members of Samson's management and its advisors, or my opinion based on my experience, knowledge, and information concerning Samson's operations and financial condition. I am authorized to submit this declaration on behalf of Samson, and, if called upon to testify, I could and would testify competently to the facts set forth herein.

19. This declaration has been organized into four sections. The ***first*** provides background information on Samson, the oil and gas industry in which it operates, and the events leading to the filing of these chapter 11 cases. The ***second*** offers detailed information on Samson's operations and capital structure.[4] The ***third*** describes Samson's prepetition restructuring efforts and recent negotiations that led to agreement on the prearranged chapter 11 plan. The ***fourth*** section and **Exhibit A** summarize the relief requested in, and the legal and factual basis supporting, the First Day Motions.

I. Samson's Businesses

20. Samson is an onshore oil and gas exploration and production ("E&P") company with interests in various oil and gas leases primarily located in Colorado, Louisiana, North Dakota,

[4] Many of the financial figures presented in this declaration are unaudited and potentially subject to change, but reflect Samson's most recent review of its businesses. Samson reserves all rights to revise and supplement the figures presented herein.

Oklahoma, Texas, and Wyoming. Headquartered in Tulsa, Oklahoma, Samson employs approximately 600 individuals and generates most of its revenue through three operating companies: Samson Resources Company, Samson Contour Energy E&P, LLC ("Contour"), and Samson Lone Star, LLC ("Lone Star," and together with Samson Resources Company and Contour, the "Operating Companies"). The Operating Companies operate, or have royalty or working interests in, approximately 8,700 oil and gas production sites.

A. Oil and Gas Background

21. Oil and gas business activity in the United States dates to the middle of the 19th century and has grown into one of the most important and influential industries in the country (and the world). Today, the industry is typically divided into three major sectors: "upstream," "midstream," and "downstream." E&P businesses like Samson's—that extract oil, gas, and other hydrocarbons from the ground—comprise the upstream sector. The midstream sector includes companies engaged in gathering, transporting, and storing the (unrefined) hydrocarbons. The downstream sector is comprised of refiners, distributors, and marketers of (refined) hydrocarbon products.

22. The "upstream" E&P process is complex and usually involves five stages: identifying the target; drilling exploration wells; drilling appraisal wells; developing the field; and extending the life of the field.

23. The first step—identifying the appropriate drilling target—requires E&P companies to determine where oil and gas is likely to be found in a basin below the Earth's surface. A petroleum or hydrocarbon basin is a depression in the crust of the Earth caused by tectonic activity where certain hydrocarbon-rich sediments accumulate. There are approximately 30 significant basins in the United States.

24. Pinpointing the right location to extract oil and gas from a basin can be difficult and often involves specialized techniques and technology. Seismic imaging, for instance, involves the use of sound waves to create three-dimensional images of underground rock structures. Because oil reflects sound waves differently than water and other substances, a seismic survey is able to reveal possible oil- and natural-gas-bearing foundations. Despite the sophisticated nature of this technology (and others like it) predictions are often inexact. Identifying promising drilling targets requires the knowledge and training of experienced geologists, engineers, and other oil and gas personnel.

25. After a company identifies an appropriate target, it usually drills an exploration well to determine whether its initial analysis was accurate and to calculate the probability of discovering an active hydrocarbon system. Wells are usually drilled in stages, "casing" and cementing the hole at each stage to prevent collapse and fluid migration as the drill bit descends deeper underground.

26. Once an exploration well is drilled, the company must conduct various analyses to determine whether—and how much—oil and gas can be extracted from the well. This analysis is complicated, depends on the type of extraction process required to access oil and gas reserves, and can include techniques such as rock cutting, mud analysis, coring, and logging or measuring various electrical, nuclear, and acoustic properties of the rocks. Each of these techniques has its own advantages, but the only way to definitively determine whether oil and gas production is economically tenable is a well test. A well test allows the company to measure flow rates, properties of fluid or gas produced, and surface pressures, all of which can provide an E&P company with information necessary to more accurately predict the potential of each well.

27. The next stage of the process usually requires drilling appraisal wells used to determine the geographic span and productivity of a given petroleum reservoir. Finally, the field can be fully developed. Gas, once extracted, is transported through pipeline into a central processing plant where natural gas liquids are extracted. Once extracted, both the gas and natural gas liquids can be marketed. Oil, on the other hand, is gathered by pipeline or trucks and is ultimately transported to a refinery for processing prior to marketing the end products.

28. As oil and gas are extracted from a field, the pressure in a given reservoir decreases, potentially making the extraction process slower and more difficult and ultimately impossible. To counteract this effect and extend the useful life of a field, companies often employ artificial lifting techniques to recover the gas and associated fluids.

29. Each of the above steps depends on sophisticated technology and highly skilled personnel and each carries a different level of uncertainty and risk. At each step, an E&P company must make complicated decisions regarding the viability—both technological and economic—of any given well or reservoir.

B. Samson's History

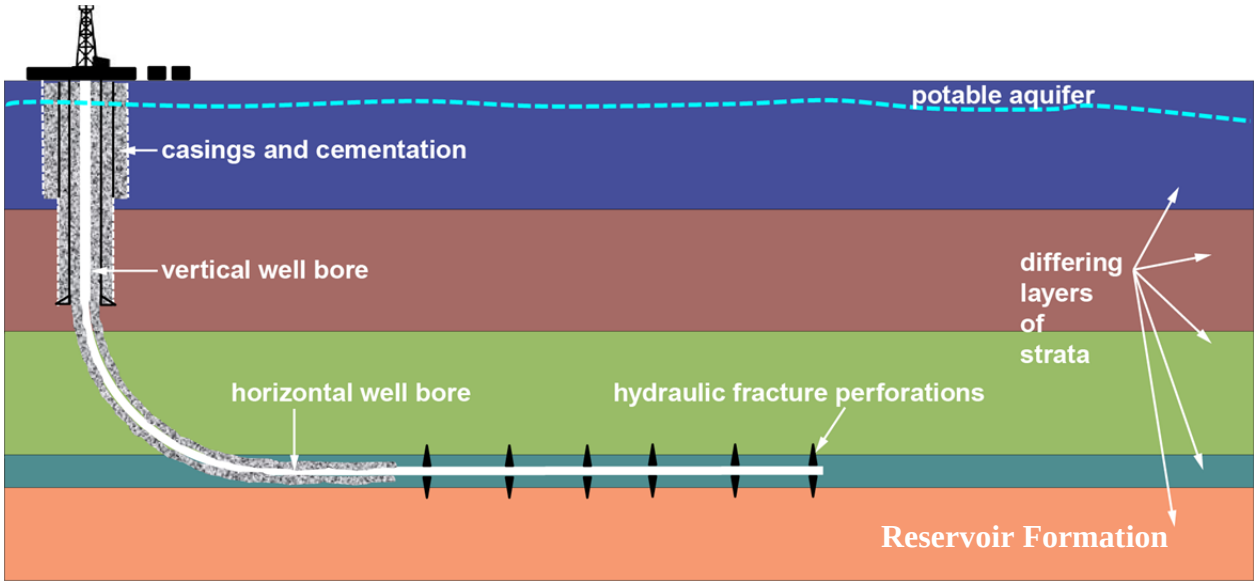
1. Founding and Early Operations and Growth

30. Samson was founded by Charles Schusterman in 1971 when it assumed operations of certain properties in California and began an active acquisition and drilling program focused on low-risk investments. Samson grew in the 1970s and 1980s, shifting its focus from oil to gas to avoid fluctuating oil prices and to capitalize on the growing spread between supply and demand in the natural gas market. The end of the 1980s marked Samson's first international investment in Alberta, Canada; it eventually expanded its international portfolio to include assets in Russia, Venezuela, and the North Sea.

2. Focus on Growing Domestic Production

31. In 2005, the oil and gas business began to experience significant technological breakthroughs, including advances to hydraulic fracturing—or "fracking." Specifically, the application of horizontal drilling combined with fracturing technology in tighter reservoirs and shales caused a breakthrough in opportunity that drove U.S. exploration and production for the next 10 years.

32. Fracking refers to the use of fluids injected at pressures exceeding the natural stresses on the rock to cause the rock to crack. Once cracked or fractured, the fissures are propped open with sand or ceramics. The sand and ceramics allow for oil and gas to be more easily extracted through the cracks in the rock formation. The diagram below illustrates the fracking process.



33. Improved technology (including fracking technology advancements coupled with horizontal drilling) led to wide-spread development in natural gas and oil production—especially from shale rock. In the early 2000s, Samson divested all of its international assets to concentrate on domestic acquisitions and exploration projects. Additionally, to take advantage of technology

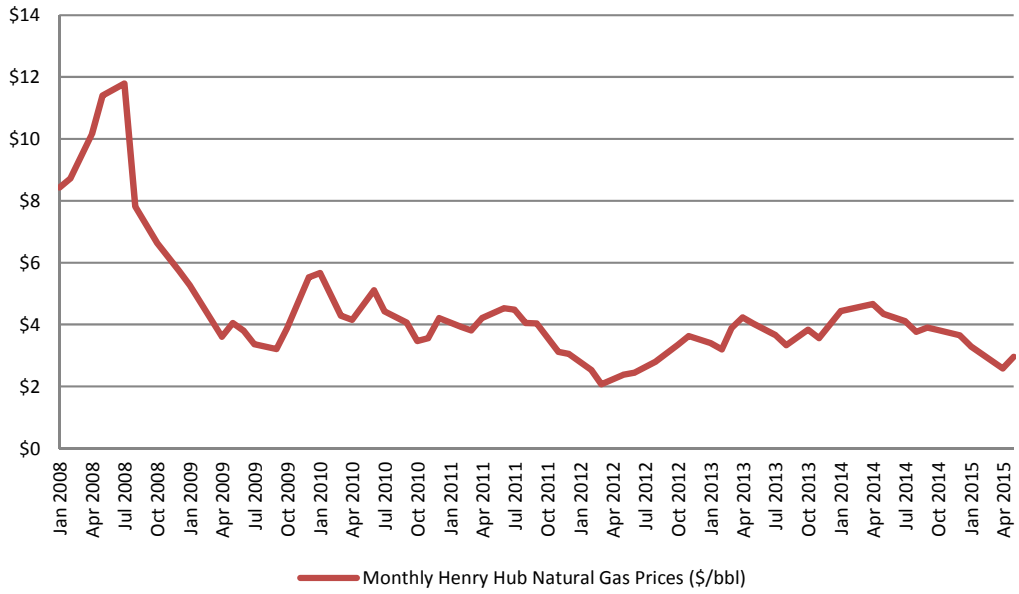
related to the extraction of gas from coal beds, on January 13, 2005, Samson completed its largest acquisition, in the San Juan Basin, and entered into several emerging shale and tight sand developments.

34. Samson also later entered into JV agreements with other leading E&P companies to pursue opportunities in the Bakken and Powder River Basin regions. Samson's domestic natural gas and oil production increased significantly as a result of these acquisitions.

35. Wells developed using the fracking process, though expensive, allow for a high percentage of reserves to be recovered quickly, usually in their first two years. While wells developed using conventional technology experience more gradual annual declines in yield, thereby assuring more consistent production over the long term, wells developed using fracking experience significant production declines during the first few years, often as high as 70 percent, and then flatten out over time. The steep initial decline of fracked wells requires constant capital investment—at much higher drilling costs than for vertical wells—in new drilling projects to maintain stable production levels.

36. By the third quarter of 2009, the increased supply caused by the significant technological improvements for oil and gas extraction through fracking, and the reduced demand resulting from the financial crisis and recession, caused the price of natural gas to decline to historic lows, dropping by over 75 percent from its most recent peak in 2008. As the chart below illustrates, prices have remained low—even declining further—since.[5]

[5] Chart data sourced from Bloomberg.



3. Private Acquisition

37. On November 23, 2011, following a competitive marketing process and competing proposals, Kohlberg Kravis Roberts & Co. L.P. (together with its affiliates, "KKR") and a group of investors, including Crestview Partners ("Crestview," and together with KKR, the "Sponsors"), ITOCHU Corporation, and Natural Gas Partners agreed to acquire Samson Investment Company from the Schustermans for approximately $7.2 billion, excluding fees and expenses. The investor group provided approximately $4.1 billion in equity investments as part of the purchase price. The transaction, which resulted in the acquisition of substantially all of Samson's onshore domestic assets, closed in December 2011. The only assets not included in the 2011 acquisition were the onshore Gulf Coast and deep-water Gulf of Mexico assets, which assets remain under the ownership of the Schustermans. The Schustermans also received approximately $180 million in preferred stock in Samson in connection with the acquisition.

38. At the time of the 2011 acquisition, Samson had nearly 1,200 employees and owned interests in over 10,000 wells in the United States (operating 4,000 of them), including

rights to resources in various basins throughout the Rockies, Mid-Continent, Permian,[6] and North Louisiana/East Texas areas.

39. The investor group's strategy in acquiring Samson was to develop the liquids-heavy assets and reposition the company from a natural gas-focused company to one focused on oil and natural gas liquids (NGL) production. At the time of acquisition, Samson had substantial producing assets (80-percent natural gas, 20-percent oil and natural gas liquids), as well as substantial undeveloped acreage. When the investor group was negotiating the transaction in the fall of 2011, forward prices for natural gas were between $4.00 per MMBtu and $7.50 per MMBtu on long-dated natural gas.

B. Commodity Price Decline

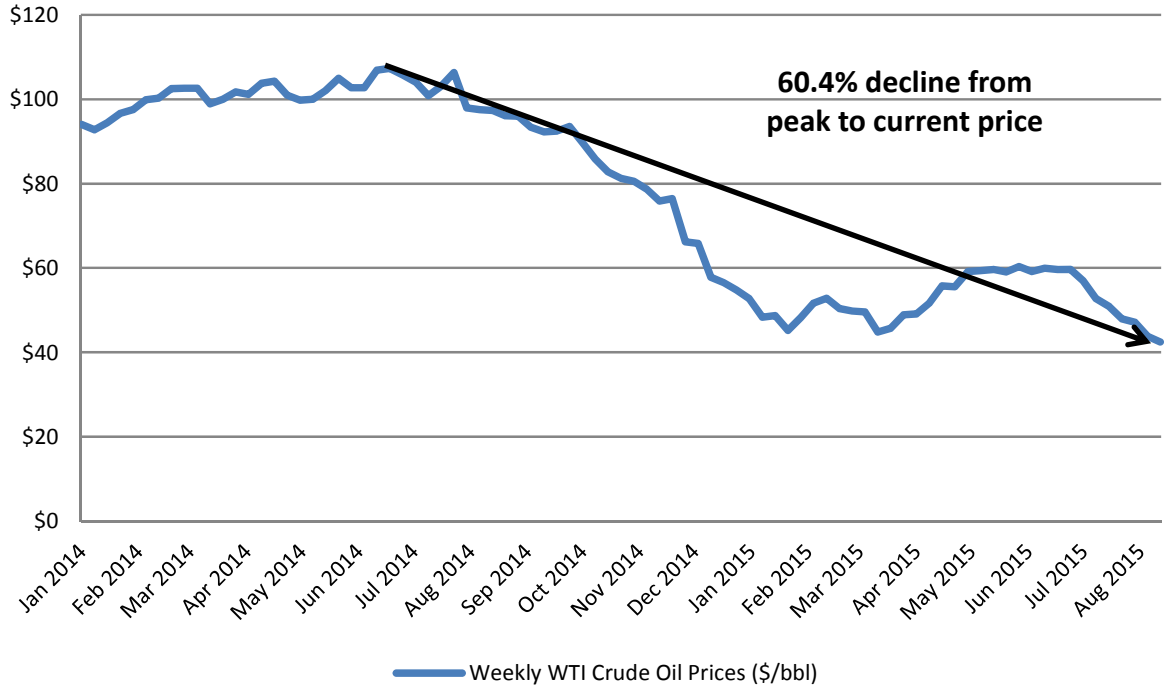
40. On the heels of the closing of the sale, by April 2012 the NYMEX prompt contract natural gas prices had declined significantly—approximately 40 percent since the buyout—and long-dated NYMEX futures continued to decline. These declines materially reduced the cash flows Samson had to meet its interest payment burden and invest in developing its oil and natural gas liquids assets. At the same time, overall oil and gas drilling activity in North America continued to rise, putting pressure on service costs because of demand for oilfield services.

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

[6] Samson sold substantially all of its oil and gas properties in the Permian Basin prior to the 2011 buyout and subsequent to the transaction but continues to own some mineral rights.

42. 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 50 percent from the beginning of the year. In addition to decreasing revenue, lower commodity prices resulted in reduced borrowing capacity under Samson's revolving credit facility (and a lack of viable financing from other potential sources). Samson's commodity hedges partially offset the impact of these price changes, but nonetheless the struggles to meet its interest burden and invest in the growth of the business continued.[7]

XOP US Equity Price January 2014-August 2015



[7] Chart data sourced from Bloomberg.

43. In early 2014, Samson developed a plan to improve performance and profitability by selling certain non-core assets, limiting capital to the most repeatable economic drilling opportunities, and looking for opportunities to add new assets. Management considered creating a spin-off master limited partnership with a portion of Samson's assets and also considered creating a publicly traded growth platform with Samson's growth assets. Samson aggressively pursued its non-core asset sale plan until the most recent commodity price declines made clear it was not feasible for Samson to execute on the strategy. Although Samson was able to sell its Arkoma Basin properties in Oklahoma for approximately $48 million in March 2015, the commodity price drops hampered its ability to sell any other assets to help alleviate liquidity problems.

C. Wide-Ranging Industry Distress

44. The difficulties faced by Samson are consistent with problems faced industry-wide. E&P companies and others have been challenged by low natural gas prices for years—and prices remain below $3.00 MMBtu today. The scale of the oil price decline cannot be understated. On August 24, 2015, the price of oil hit a six-year low, dipping below $39 per barrel, and currently remains below $50.[8]

45. These market conditions have affected oil and gas companies at every level of the industry around the world. All companies in the oil and gas industry (not just E&P companies) have felt these effects.[9] Even the "supermajor" multinational integrated oil and gas companies—including ExxonMobil Corporation and Chevron Corporation—have been hit by the current

[8] Source: Bloomberg.

[9] *See* Press Release, Standard & Poor's, Oil & Gas Cos. Account for a Fourth of 2015 Corp Defaults (Aug. 21, 2015).

market conditions.[10] Current equity (and debt) trading prices in the sector reflect the scale of the current financial distress.[11]

46. Independent E&P companies have been especially hard-hit, as their revenues are generated from the sale of unrefined oil and gas. Several companies, including American Eagle Energy Corporation, Quicksilver Resources Inc., Saratoga Resources Inc., and Sabine Oil & Gas Corporation have filed for chapter 11 during the first three quarters of 2015. Numerous other E&P companies have defaulted on their debt obligations, negotiated amendments or covenant relief with creditors to avoid defaulting, or have effectuated out-of-court restructurings. The current volatility in the commodity markets has made it especially difficult for some companies to identify and execute on any viable restructuring alternatives.

D. Samson's Current Assets, Operations, and Capital Structure

1. Assets and Operations

47. Samson operates throughout the United States and holds interests in various oil and gas leases in Colorado, Louisiana, Montana, New Mexico, North Dakota, Oklahoma, Texas, and Wyoming, which collectively generated approximately $290 million of commodity revenue in the first half of 2015. Samson organizes its operations into an East Division and a West Division.

- The East Division comprises approximately 6,900 wells, a net acreage of 811,000, and proved reserves totaling 1,048 billions of cubic feet equivalent ("Bcfe"). The 2014 net production in the East Division was approximately 343 MMcfe/d.

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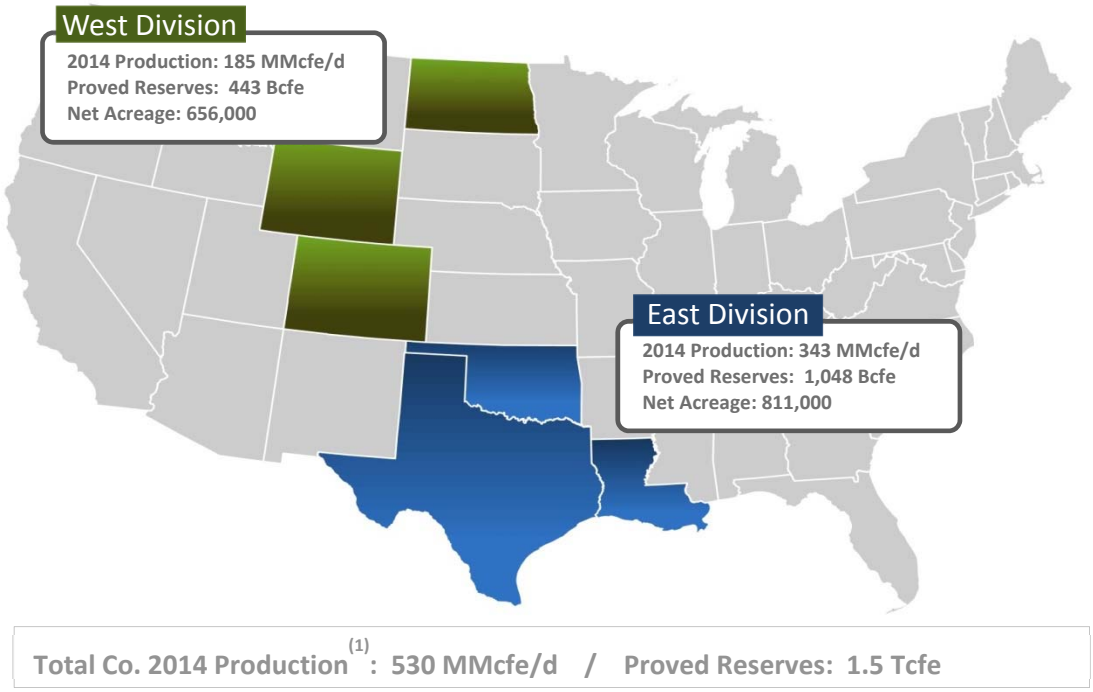
[10] *See* Joe Carroll, *Oil-Stock Plunge Erases $17 Billion as Exxon Hits Four-Year Low*, Bloomberg Business, Aug. 24, 2015, http://www.bloomberg.com/news/articles/2015-08-24/oil-explorers-tumble-as-commodities-bloodbath-sinks-markets; Clifford Krauss, *Exxon and Chevron Report Worst Quarterly Results of Current Decade*, N.Y. Times, July 31, 2015, http://www.nytimes.com/2015/08/01/business/energy-environment/exxon-mobil-chevron-q2-earnings-oil-prices.html.

[11] Chart below indicates the equity value of the S&P Oil & Gas Exploration & Production Select Industry Index (the "XOP US Equity"). Chart data sourced from Bloomberg.

- The West Division comprises approximately 1,600 wells, a net acreage of 656,000, and proved reserves totaling 443 Bcfe. The 2014 net production in the West Division was approximately 185 MMcfe/d.



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

48. In response to current commodity prices and its leveraged balance sheet, Samson has suspended drilling and is not currently drilling new wells.

49. As of the Petition Date, Samson has approximately 600 full-time employees. None of its employees are represented by a collective bargaining unit. A corporate organizational chart is attached hereto as **Exhibit B**.

2. Capital Structure

50. As of the Petition Date, Samson reported approximately $4.9 billion in total liabilities. As described in greater detail below, as of the Petition Date, Samson's significant funded debt obligations include:

- approximately $942 million of obligations under Samson's first lien revolving credit facility;

- approximately $1.0 billion in principal amount of obligations under Samson's second lien term loan; and
- approximately $2.25 billion in principal amount of senior unsecured notes.

a. First Lien Revolving Credit Facility

51. Samson maintains a reserve-based revolving credit facility with a borrowing base of approximately $942 million under the Credit Agreement dated December 21, 2011 (as amended, the "First Lien Credit Agreement"), with JP Morgan Chase Bank, N.A. serving as agent, and the lenders party thereto. The First Lien Credit Agreement is subject to a borrowing base that may be adjusted by the agent and lenders based on the value of Samson's oil and gas reserves.

52. The First Lien Credit Agreement has been amended five times, including most recently on March 18, 2015. As of the Petition Date, the borrowing base under the first lien credit facility is approximately $942 million, and the facility is 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 percent. The first lien credit facility matures in 2016.

53. The first lien credit facility is guaranteed by each of the Debtors and is secured by a first priority lien and security interests on substantially all assets and capital stock of Samson Investment Company and all wholly-owned domestic restricted subsidiaries, including a security interest in Samson's approximately $129.5 million in cash on hand and real property mortgages on at least 95 percent of the Debtors' oil and gas properties.

54. The First Lien Credit Agreement is also affected by Samson's hedging program. Samson routinely enters into hedging arrangements with certain counterparties to provide partial protection against declines in oil and natural gas prices. Samson's hedging strategy is based on a view of existing and forecasted production volumes, budgeted drilling projections, and current

and future market conditions and takes 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 currently stand in Samson's favor in an aggregate amount of approximately $105 million. Pursuant to the proposed cash collateral order Samson negotiated before the commencement of these chapter 11 cases, certain of these hedges will remain in place in chapter 11 as long as Samson continues to pursue its prearranged plan (and certain other termination triggers do not occur). Samson believes (based on analysis and advice leading up to the filing of these chapter 11 cases) that it is entitled to access significant cash through the settlement amount of any terminated hedge.

b. Second Lien Term Loan

55. As Samson sought to maximize the value of its operations after the 2011 buyout, it considered various options to stimulate its production and growth. In September of 2012, Samson determined to obtain additional financing to take advantage of market conditions to convert its short-term revolver debt to longer duration second lien term debt.

56. On September 25, 2012, Samson entered into the Second Lien Term Loan Credit Agreement dated September 25, 2012 (as amended, modified, or supplemented from time to time, the "Second Lien Term Loan Credit Agreement") by and among Debtor Samson Investment Company, as borrower, Deutsche Bank Trust Company Americas, as successor administrative and collateral agent, and the lenders party thereto. The principal amount of term loans under the Second Lien Credit Agreement is $1.0 billion and matures in 2018. The second lien loan bears interest at a floating rate; for the six months ended March 31, 2015, the weighted average interest rate was 5.0 percent. In 2014, Samson explored refinancing its Second Lien Term Loan.

57. Obligations under the Second Lien Credit Agreement are guaranteed by all of the Debtors and secured by a second priority lien and security interests 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 percent of the Debtors' oil and gas properties. A second lien intercreditor agreement among Samson Investment Company, the guarantors, the first lien agent, and the second lien agent, governs the relative rights of the first lien lenders and second lien lenders, and provides other protections for the benefit of such parties.

c. Unencumbered Assets

58. The prepetition secured parties do not have security interests in all of Samson's assets. In connection with the March 2015 amendment of Samson's first lien credit facility, the first lien lenders' minimum collateral coverage of mortgaged properties increased from 80 to 95 percent of the company's PV-9 total proved reserves.[12] As a result, less than five percent of Samson's proved reserves is unencumbered as is certain real and personal property. Samson's unencumbered real property is scattered throughout the United States and includes reserves, undeveloped acreage, mineral rights, and real estate. Samson's unencumbered personal property includes certain limited equipment, machinery, vehicles, and office furniture. Based on its review of the unencumbered assets, Samson believes that the unencumbered assets are not concentrated or readily marketable in their entirety, which dilutes the overall value of these assets.

[12] "PV-9" is a commonly used methodology in the energy industry to derive the present value of estimated future oil and gas revenues, net of estimated direct expenses, and discounted at an annual rate of 9 percent.

d. Senior Unsecured Notes

59. On February 8, 2012, Samson issued $2.25 billion in principal amount of 9.75% senior unsecured notes under the Indenture dated February 8, 2012 (the "Senior Notes Indenture") by and among Samson Investment Company, as issuer, the other Debtors, as guarantors, and Wells Fargo Bank, National Association, as trustee. Proceeds from the issuance of senior unsecured notes were used to repay borrowings under a bridge facility associated with the 2011 buyout.

60. The interest rate under the Senior Notes Indenture and the senior unsecured notes is 9.75% per annum, payable semi-annually in February and August, subject to a 30-day grace period. The notes are guaranteed by all of the Debtors. Samson did not make the approximately $110 million interest payment on the notes due on August 17, 2015.

II. Events Leading Up to the Restructuring

61. Given its significant debt obligations and the state of the pricing environment for hydrocarbons at the end of 2014, Samson faced immediate challenges. With liquidity under severe pressure from lower pricing and revenues, Samson faced an interest payment of approximately $110 million under its senior unsecured notes due on February 17, 2015. Additionally, a redetermination of the borrowing base under its first lien credit facility was scheduled for April 1, 2015 (which likely would reduce (significantly) availability given the decline in oil and gas prices).

62. Samson 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 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 immediately. In addition, in December 2014, Samson hired K&E and Blackstone to

begin exploring restructuring alternatives. In February 2015, Samson also retained Alvarez & Marsal North America, LLC.

63. With the help of these advisors, Samson began working in earnest to consider restructuring alternatives to ensure that its businesses were best positioned to compete in the E&P industry going forward. To achieve an orderly restructuring and maximize the value of Samson's business, the Debtors and their advisors took a series of steps in a coordinated manner leading up to the filing of these chapter 11 cases.

A. Strategic Review of Assets

64. Starting as early as 2014, in anticipation of the issues it faces today, Samson began evaluating its 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). Samson also identified "upside assets," which have reasonable resource potential, but require further exploration and development.

65. Samson has continued this analysis throughout the first three quarters of 2015 and intends to retain core assets and pursue divestitures of non-core assets to support its capital program and increase available funds for acquisition of complimentary oil and gas properties.

B. January Revolver Draw

66. Given the significant disruptions and uncertainty in the oil and gas industry and a need to bolster liquidity to maximize flexibility as it considered potential restructuring options, Samson determined that fully drawing its first lien credit facility was necessary to best position Samson in the short and longer term. Consequently, Samson drew the remainder of available capacity under the first lien credit facility on January 16, 2015.

C. Noteholder Initial Proposal

67. On January 30, 2015, Samson received a debt exchange and financing proposal from Oaktree Capital Management, L.P. and GSO Capital Partners LP. The proposal contemplated an exchange at 60 percent of the aggregate outstanding amount of the existing unsecured senior notes held by Oaktree and GSO into 12 percent "1.5" lien notes. The new "1.5" lien notes would constitute "First Priority Debt" under the company's Second Lien Credit Agreement, have the benefit of the existing intercreditor agreement between the first lien lenders and second lien lenders, and be subject to a new intercreditor agreement between the agent under the company's first lien credit agreement 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 revolving credit facility.

68. After reviewing the proposal and asking Blackstone to discuss a few clarifying questions with Oaktree and GSO, Samson determined that this initial proposal was not actionable. Among other issues, the proposal did not take into account the deterioration in the the company's asset base or the company's current valuation, both of which were to be reflected in Samson's upcoming financial disclosures. As a result, and because Samson was just beginning discussions with its revolving lenders regarding the March borrowing base redetermination, Samson explained to the noteholders that it would be in a better position to engage in discussions beginning in March or April, once all relevant financial information was publicly disclosed.

D. Suspension of Drilling and Workforce Reduction

69. Beginning in February 2015, in an effort to decrease costs, streamline operations, and preserve necessary liquidity, Samson suspended all drilling and limited capital spending. It

also announced a plan to reduce its workforce by approximately 35 percent (approximately 375 employees) in March 2015. The workforce reduction affected management, technical, back office, and field operations. Samson closed small offices in the Woodlands, TX, Oklahoma City, OK, and Bossier City, LA, reduced its vehicle fleet by approximately 100, and consolidated technical software applications. These cuts resulted in approximately $60 million of annualized savings.

E. February 17 Interest Payment

70. Considering its tenuous liquidity position, Samson critically analyzed and considered the implications of making a $110 million interest payment due on February 17, 2015 under its senior notes indenture. While making the payment would significantly reduce 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 a restructuring proceeding or otherwise minimize the duration of any such proceeding. Samson's 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 short-term benefit of missing the payment.

F. March 2015 Amendment of the Revolving Credit Agreement

71. At the same time that it was implementing the foregoing measures and considering whether to make the February coupon payment, Samson was negotiating with JPMorgan Chase & Co. ("JPM") and its other lenders regarding modifications to the financial covenants in the First Lien Credit Agreement. On March 18, 2015, Samson and JPM reached an agreement to amend the First Lien Credit Agreement. The March 2015 amendment provided Samson with extended relief from various covenants under the First Lien Credit Agreement

through the third quarter of 2015 and provided a waiver for any potential defaults resulting from a qualifier in Samson's 2014 financial statements regarding "substantial" doubts about its 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 company's proved reserves, and imposed a requirement of $150 million minimum pro-forma liquidity after making any payment on account of junior indebtedness subsequent to July 1, 2015. These changes provided Samson with additional time to negotiate with its key creditors in pursuit of a comprehensive financial restructuring of its businesses.

G. Restructuring Discussions

72. Following the March 2015 amendment, Samson kicked off discussions with advisors to the agent under the Second Lien Term Loan Credit Agreement and advisors to certain holders of its senior unsecured notes. The primary objective was to find a solution that satisfied the following main parameters:

- deleveraging Samson's debt obligations and reducing its debt-service expenses to a level more manageable under expected operating cash flow;
- facilitating the availability of new capital to restart drilling and support operations as the challenges facing the E&P industry continue;
- providing sufficient runway should pricing improvements not materialize in the short term; and
- maximizing enterprise value.

73. Samson and its advisors held initial meetings with advisors to the second lien agent on April 14 and advisors to a group of noteholders on April 17. Following those meetings,

Samson and its advisors quickly provided extensive diligence materials including detailed information on the company's operations and financials.

74. As potential transaction discussions progressed with the advisors, in early June 2015 the Debtors negotiated confidentiality agreements with the second lien lenders and noteholders themselves (Centerbridge, Franklin, GSO, Oaktree, and Pentwater) so principals could engage in direct negotiations and diligence. After entering into these confidentiality agreements, Samson engaged in extensive discussions with each of the two groups. These discussions led to the negotiation of draft term sheets with each of the groups for two potential transactions.

H. Noteholder Negotiations

75. The discussions with the group of 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 unsecured notes for new secured notes and a new-money investment of $650 million. In all of the noteholder-led proposals, both the exchanged existing notes and new money investment would be invested on a priming basis ahead of the $1 billion second lien term loan obligations. And whereas the original noteholder proposal contemplated an exchange at 60 percent of the aggregate outstanding notes, the final proposal contemplated an exchange at 20 percent of the aggregate outstanding notes. While the noteholder-led restructuring would have resulted in deleveraging through the exchange of existing notes at a significant discount, the transaction would have left Samson with approximately $3 billion of indebtedness.

76. For the noteholder-led transaction to be successful, broad noteholder support was required to actually delever the company. The noteholder group itself held approximately 50 percent of the outstanding notes, and the term sheet contemplated achieving 95 percent

support from all noteholders. The noteholder-led transaction included the risk of holdouts and the associated leverage. In addition, Samson and the noteholders needed to reach an agreement on a refinancing or amendment of the existing first lien credit facility with JPMorgan or secure alternate financing. None of the potential financing sources that Samson approached indicated a willingness to finance this transaction. Further, Samson would need to reach an agreement with its existing preferred stockholders. In addition, because of the upcoming coupon payment due under the 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. These contingencies needed to be resolved in that timeframe.

77. A number of factors contributed to the inability to reach an agreement on a noteholder-led transaction, including:

- From early June through the end of July 2015, oil prices, which at one point had rebounded to approximately $60 per barrel, again dropped precipitously. Because of this and other factors, including fears regarding China's economic growth, the credit markets softened significantly for E&P companies and made it difficult to agree on the terms of the new money investment. In fact, during the course of negotiations, the interest on the new money investment proposed by the noteholder group increased from nine percent cash and three percent payment-in-kind to 16 percent cash.

- Samson's ability to obtain a new or amended first lien credit facility to accommodate the "layered" new money investment and exchanged debt was doubtful. Samson needed to refinance or amend the first lien revolving credit facility in connection with the transaction (in unfavorable market conditions), which created an additional material execution risk and could have heightened the impact the credit market restrictions would have had on Samson post-transaction.

- The second lien lenders fervently opposed, and indicated that they would challenge the legality of, an exchange transaction. This potential litigation with the second lien lenders was concerning to potential first lien financing sources.

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

78. For these reasons, among others, Samson and the group of noteholders were unable to reach an agreement regarding the terms of a transaction and Samson terminated negotiations in late July 2015. This decision was made notwithstanding threats of litigation in any corresponding bankruptcy proceeding if Samson did not capitulate to the noteholder-led proposal.

I. Second Lien Lender Negotiations

79. At the same time as the noteholder negotiations, Samson continued to discuss and negotiate a potential restructuring and recapitalization led by certain of its second lien lenders. Samson employed a dual-path approach to foster competition between the two constituencies and negotiate the best overall solution for all stakeholders. Moreover, Samson believed it was prudent to ensure that if a noteholder-led restructuring was not workable or otherwise could not come together, it was critical to have a restructuring arrangement with the second lien lenders negotiated in advance to avoid a long, protracted restructuring where access to liquidity could lead to an entirely undesirable outcome. After ceasing discussions with the group of noteholders, Samson focused 100 percent of its efforts on negotiating a viable, consensual transaction with its second lien lenders.

J. The Restructuring Support Agreement

80. On August 14, 2015, Samson, a group of second lien lenders holding approximately 45.5 percent of outstanding second lien debt, and the Sponsors entered into a restructuring support agreement (the "Restructuring Support Agreement").[13] In connection with entering into the Restructuring Support Agreement, Samson elected to forgo its unsecured notes

[13] A copy of the Restructuring Support Agreement is attached hereto as **Exhibit C**.

interest payment on August 17, 2015, and utilize the corresponding 30-day grace period to fully document the restructuring transaction.

81. Since signing the Restructuring Support Agreement, Samson has in fact documented the terms of the prearranged restructuring, including the chapter 11 plan of reorganization filed with this declaration. At the time of execution, the Restructuring Support Agreement had support from holders of approximately 45.5 percent of the outstanding second lien obligations. As of the Petition Date, second lien lenders, including additional second lien lenders who subsequently executed the Restructuring Support Agreement, represent holdings over 68 percent of the outstanding loans and obligations under the Second Lien Credit Agreement. As a result of this level of support from the class of second lien claims, Samson and the requisite second lien lenders have waived compliance with all sale-related milestones in the Restructuring Support Agreement. The plan effectuates a debt-for-equity conversion and rights offering, which will significantly reduce long-term debt and annual interest payments and result in a stronger balance sheet for Samson. The key terms of the plan include the following:

- ***New Money Investment.*** A new money investment of a minimum of $450 million, consisting of a minimum amount of $325 million in new common equity in the reorganized company and a maximum of $125 million of new second lien debt of the reorganized company, to be raised through a rights offering available to all second lien lenders. If the company's projected liquidity is projected to be less than $350 million as of the effective date, an accordion provides for an additional investment of new common equity and new second lien debt of $35 million by the second lien lenders who elect to participate in the rights offering. The aggregate new money investment (i.e., $450 or $485 million) under the rights offering will be backstopped by certain of the second lien lenders.

- ***Exit First Lien Credit Facility.*** The exit first lien revolving credit facility will be a reserve-based revolving credit facility with a borrowing base of at least $750 million on the Effective Date, and such other terms reasonably acceptable to the Samson and the required backstop parties, which may either be an amended and restated First Lien Credit Agreement or a new facility.

- ***Recovery to Second Lien Lenders.*** The second lien lenders will receive all of the new common equity in the reorganized company, less the new common equity issued to the

rights offering participants, the backstop parties, and the holders of allowed general unsecured claims (subject to dilution by new common equity issued in connection with the management incentive plan).

- ***Recovery to Holders of Unsecured Claims.*** Holders of allowed general unsecured claims (including claims under the senior unsecured notes) will receive 1.0 percent of the reorganized common equity if they vote for the plan and 0.5 percent if they do not (subject to dilution on account of the management incentive program).

- ***Releases.*** The plan includes certain releases that are consistent with the releases contained in the Restructuring Support Agreement. The releases in the Restructuring Support Agreement provide, in consideration for the Sponsors' agreement to support the plan and restructuring (including by cooperating to preserve the debtor's valuable tax attributes) a mutual release between the second lien lenders that signed the agreement and the Sponsors (in each case including certain related parties as well) and a release of the Sponsors by Samson (again including certain related parties).

- ***Preservation of Tax Attributes.*** The plan will preserve Samson's valuable tax attributes to defray cancellation of debt income and for future offsets against income tax obligations. More specifically, the Sponsors have agreed, in consideration of the releases included in the plan, 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 its right, title, or interests in any of its shares, stock, or other interests in [Samson] to the extent it will impair any of [Samson's] tax attributes.

Importantly, if the Sponsors validly terminate the Restructuring Support Agreement, the parties have agreed that they maintain the immediate right to move for relief to take any of the actions otherwise proscribed by the Restructuring Support Agreement (with all parties reserving rights to oppose any such relief).

82. Preserving Samson's valuable tax attributes—specifically, approximately $1.4 billion of net operating losses ("NOLs") as of December 31, 2014 and certain other tax attributes that can offset current and future gains or operating income if the plan is structured as a taxable sale of assets or tax-free reorganization—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 Samson 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 that avoided triggering an 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.

83. To ensure that the valuable NOLs are preserved and can be utilized by Samson, the second lien transaction 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 Restructuring Support Agreement not to sell or transfer any of their equity interests in Samson (including by utilization of a worthless stock deduction) to the extent it would impair any of Samson's tax attributes. I have been advised that the releases granted pursuant to the Restructuring Support Agreement are consistent with the findings of an in-depth review and analysis of potential claims that Samson might possess against third parties, including the existing sponsors and any claims arising out of the 2011 leveraged buyout and the 2012 second lien loan as against the sponsors. This investigation was commenced in anticipation of any potential in or out-of-court restructuring and is being conducted by Samson's counsel, K&E. The investigation also includes all potential claims and causes of action associated with the 2011 leveraged buyout against other parties that are reserved under the plan. I understand that K&E has collected and reviewed thousands of potentially relevant documents from Samson and the Sponsors in the course of its investigation. I also understand that K&E interviewed a number of personnel of Samson and the Sponsors regarding the 2011 leveraged buyout, second lien term loan facility, and other matters. Based on consultation with counsel, Samson concluded that it was in its best interests to provide releases in connection with an agreed-upon consensual

restructuring. Most notably, the Sponsors together with the other equity owners collectively invested approximately $4.1 billion of equity to purchase Samson from the Schustermans. As part of the 2011 buyout and related equity investment, the Sponsors, KKR and Crestview, received certain fees of approximately $68.1 million and $9.3 million, respectively. Since the 2011 acquisition, the owners invested significant time and energy in Samson. Pursuant to the terms of the Consulting Agreement dated as of December 21, 2011, which contract was entered into as part of the 2011 sale transaction, KKR and Crestview have received advisory fees totaling approximately $33.5 million and $4.9 million, respectively, through the end of 2014. Following the significant decline in the price of oil in late 2014, combined with the deterioration in Samson's asset base as reported in early 2015, Samson and the Sponsors executed the Consent to Extension dated March 30, 2015, pursuant to which advisory fees due in 2015 were temporarily deferred.

84. While the Sponsors could have pursued the 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 Samson. This will result in the cancellation of all existing equity interests. In addition, the Sponsors are willing to forgo an immediate worthless stock deduction (that could have been taken in the weeks leading up to the filing of these chapter 11 cases) in return for the releases and other terms included in the Restructuring Support Agreement and the chapter 11 plan.

85. It is important to note that Samson maintains a broad "fiduciary out" under the Restructuring Support Agreement. Specifically, section 29 of the Restructuring Support Agreement provides, in part, that nothing will prevent Samson from "taking or refraining from taking any action (including, without limitation, terminating this Agreement under

Section 9(b)(iii)) 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."

86. In light of the release provisions included in the Restructuring Support Agreement and the plan, as well as the possibility of the receipt of alternative restructuring proposals, Samson has appointed an independent director to each of the Debtors' authorizing bodies. On September 16, 2015, Samson appointed Alan B. Miller to the authorizing body of each of the Debtors. Mr. Miller was a senior partner (and later senior counsel) in the Business Finance & Restructuring Department of Weil Gotshal & Manges LLP for nearly 40 years. Since 2007, Mr. Miller has served as a director to more than 20 companies, including in connection with the chapter 11 cases involving Mervyns Holdings, LLC, Catalyst Paper Company, Meridian Automotive Supply, and Colt Defense LLC. Mr. Miller, through Samson, has engaged the law firm of Skadden, Arps, Slate, Meagher & Flom LLP to assist in his review of the investigation and determining the appropriateness of the releases included in the plan.

III. First Day Motions

87. Contemporaneously herewith, the Debtors have filed a number of First Day Motions seeking orders granting various forms of relief intended to stabilize Samson's business operations, facilitate the efficient administration of these chapter 11 cases, and expedite a swift and smooth restructuring of Samson's balance sheet. I have reviewed each of the First Day Motions. I believe that the relief requested in the First Day Motions is necessary to allow the Debtors to operate with minimal disruption during the pendency of these chapter 11 cases. A description of the relief requested and the facts supporting each of the First Day Motions is detailed in **Exhibit A**.

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

Dated: September 16, 2015

Philip W. Cook
Executive Vice President and
Chief Financial Officer

EXHIBIT A

Evidentiary Support for First Day Motions

EVIDENTIARY SUPPORT FOR FIRST DAY MOTIONS[1]

A. Debtors' Motion for Entry of an Order Directing Joint Administration of Chapter 11 Cases ("Joint Administration Motion")

1. Pursuant to the Joint Administration Motion, the Debtors request entry of an order (a) directing procedural consolidation and joint administration of these chapter 11 cases and (b) granting related relief, including the ability to add later filed cases to these chapter 11 cases. Given the integrated nature of the Debtors' operations, joint administration of these chapter 11 cases will provide significant administrative convenience without harming the substantive rights of any party in interest.

2. Many of the motions, hearings, and orders in these chapter 11 cases will affect each and every Debtor entity. For example, virtually all of the relief sought by the Debtors in the First Day Motions is sought on behalf of all of the Debtors. The entry of an order directing joint administration of these chapter 11 cases will reduce fees and costs by avoiding duplicative filings and objections. Joint administration of these chapter 11 cases, for procedural purposes only, under a single docket, will also ease the administrative burdens on the Court by allowing the Debtors' cases to be administered as a single joint proceeding instead of nine independent chapter 11 cases. Accordingly, on behalf of the Debtors, I respectfully submit that the Joint Administration Motion should be approved.

[1] Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the applicable First Day Motion.

B. 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, and (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b) ("Cash Collateral Motion")

3. I believe that the Debtors have an immediate need to use Cash Collateral, without which the Debtors cannot maintain the value of their estates during these chapter 11 cases. The Debtors lack sufficient available sources of working capital and financing, however, to operate their businesses. The Debtors require access to Cash Collateral to procure goods and services from vendors, pay their employees, and satisfy other working capital needs. Such access is critical to the Debtors' ability to operate their businesses as going concerns and to finance the costs of administering these chapter 11 cases. As a result, I believe that immediate and irreparable harm will occur absent access to Cash Collateral. I believe that the Debtors' ability to use Cash Collateral is vital to preserving the Debtors' estates and avoiding the devastating consequences that any disruption to their businesses would have.

4. In light of the Debtors' need to access liquidity, the Debtors entered into discussions with the First Lien Agent, Second Lien Agent, and certain second lien lenders. After weeks of good-faith, arm's-length negotiations, the Debtors, the First Lien Agent on behalf of the First Lien Secured Parties, and the Second Lien Agent on behalf of the Second Lien Secured Parties, reached an agreement regarding the consensual use of Cash Collateral. In addition, certain of the Hedge Bank counterparties to the debtors' hedging agreements have agreed to allow the Debtors' prepetition hedging agreements to remain in place, preserving significant value during the chapter 11 cases.

5. The Debtors' agreement with the First Lien Agent and Second Lien Agent regarding Cash Collateral is subject to certain conditions, including the provision of adequate

protection to the Prepetition Secured Parties. The Debtors will also operate in accordance with the Interim Budget during the interim period.

6. The Debtors propose to provide the Prepetition Secured Parties with the following adequate protection package:

- superpriority administrative claims pursuant to section 507(b) of the Bankruptcy Code, which claims shall have priority over all unsecured claims and administrative expense claims against the Debtors, subject and subordinate only to the Carve Out;

- adequate protection liens, including first priority liens on Unencumbered Property, junior priority liens on certain existing liens, and certain priming liens on the Prepetition Collateral, to the First Lien Agent for the benefit of the First Lien Secured Parties to the extent of any diminution in value of their interests in the Prepetition Collateral, including Cash Collateral, subject to the Carve Out;

- adequate protection payments on the last business day of each calendar month after the entry of the Interim Order 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, such payments to be calculated (i) based on the ABR plus the Applicable Margin for ABR Loans and (ii) based on the relevant LIBOR Rate plus the Applicable Margin for LIBOR Loans (as set forth in the First Lien Credit Agreement);

- the reasonable and documented fees and expenses incurred by the First Lien Agent and certain Hedge Banks (subject to the Hedge Bank Fee Cap), including the reasonable professional fees, expenses, and disbursements (of counsel and other third-party consultants) incurred by the First Lien Agent under the First Lien Credit Agreement;

- maintained cash management arrangements in a manner consistent with that described in the Cash Management Motion (as defined herein);

- consultation with the First Lien Agent, subject to certain exceptions outlined in the Interim Order, prior to any use, sale, or lease of any material assets outside the ordinary course of business;

- compliance with the financial reporting requirements set forth in the First Lien Credit Agreement and provide certain additional financial reporting, as further described in the Interim Order;

- certain information regarding authorizations for expenditures and consult with the First Lien Agent regarding the Debtors' response, as further described in the Interim Order;

- compliance with restrictions set forth in the Interim Order related to sales and dispositions of Prepetition Collateral and Adequate Protection Collateral;

- compliance with the Interim Budget, subject to certain variances set forth in the Interim Order; and

- certain inspection and examination rights.

7. The Debtors also propose to provide the Second Lien Secured Parties with the following adequate protection package:

- superpriority administrative claims pursuant to section 507(b) of the Bankruptcy Code, which claims shall have priority over all unsecured claims and administrative expense claims against the Debtors, subject and subordinate to the Carve Out and the First Lien Secured Parties' allowed superpriority administrative claims;

- adequate protection liens to the Second Lien Secured Parties to the extent of any diminution in value of their interests in the Adequate Protection Collateral, subject to the Carve Out, the adequate protection liens granted to the First Lien Secured Parties, the prepetition liens securing the First Lien Indebtedness, and the Intercreditor Agreement;

- 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) incurred by the Second Lien Agent under the Second Lien Credit Agreement;

- maintained cash management arrangements in a manner consistent with that described in the Cash Management Motion (as defined herein);

- compliance with the financial reporting requirements set forth in the Second Lien Credit Agreement and provide certain additional financial reporting, as further described in the Interim Order;

- certain information regarding authorizations for expenditures and consult with the Second Lien Agent regarding the Debtors' response, as further described in the Interim Order;

- compliance with restrictions set forth in the Interim Order related to sales and dispositions of Prepetition Collateral and Adequate Protection Collateral;

- compliance with the Interim Budget, subject to certain variances set forth in the Interim Order; and

- certain inspection and examination rights.

8. Additionally, the Debtors have stipulated, subject to the Challenge Period, to (a) the amount of the claims of the Prepetition Agents and Prepetition Secured Parties as of the Petition Date, (b) the validity and priority of the liens and security interests securing the First Lien Indebtedness and Second Lien Indebtedness, (c) the lack of a basis to challenge or avoid the validity, enforceability, priority, or perfection of the liens and security interests securing the First Lien Indebtedness and Second Lien Indebtedness, (d) the relative priority of the liens securing the First Lien Indebtedness and Second Lien Indebtedness as to each other, pursuant to the Intercreditor Agreement, and (e) the fact that all cash proceeds, subject to certain exceptions set forth in the Interim Order, are Cash Collateral of the Prepetition Secured Parties.

9. I understand that courts in this jurisdiction have approved similar requests for relief in other, recent chapter 11 cases. Accordingly, I believe that the Debtors' consensual use of Cash Collateral and agreed-upon adequate protection package is fair and appropriate under the circumstances of these chapter 11 cases. Accordingly, on behalf of the Debtors, I respectfully submit that the Cash Collateral Motion should be approved.

C. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses, (II) Continue Non-Insider Incentive Plans, and (III) Continue Employee Benefits Programs ("Wages Motion")

10. Pursuant to the Wages Motion, the Debtors seek entry of interim and final orders authorizing the Debtors to (a) pay prepetition wages, salaries, other compensation, reimbursable expenses, director obligations, and severance obligations, (b) pursuant to the Debtors' proposed final order, continue existing non-insider incentive plans, and (c) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto.

11. As of the Petition Date, the Debtors employ approximately 600 individuals on a full-time basis. Approximately 245 Full-Time Employees are paid on an hourly basis, and approximately 355 receive a salary. In addition, the Debtors also retain approximately 40 Independent Contractors and 20 Temporary Staff. The Independent Contractors and Temporary Staff are a critical supplement to the efforts of the Debtors' Employees.

12. The Employees, Contractors, and Temporary Staff perform a wide variety of functions critical to the administration of these chapter 11 cases and the Debtors' successful reorganization. Their skills, knowledge, and understanding of the Debtors' operations and infrastructure are essential to preserving operational stability and efficiency. In many instances, the Employees, Contractors, and Temporary Staff include highly trained personnel who are not easily replaced. Without the continued, uninterrupted services of the Employees, Contractors, and Temporary Staff, I believe the Debtors' reorganization efforts will be hindered.

13. The vast majority of Employees rely exclusively on their compensation and benefits to pay their daily living expenses and support their families, and will be exposed to significant financial constraints if the Debtors are not permitted to continue paying compensation, provide employee benefits, and maintain existing programs.

14. The Debtors seek to minimize the personal hardship the Employees would suffer if employee obligations are not paid when due or as expected. The Debtors are seeking authority to pay and honor certain prepetition claims relating to, among other things, wages, salaries, incentive programs, expense reimbursements, director obligations, severance obligations, and other compensation, payroll services, federal and state withholding taxes and other amounts withheld (including garnishments, Employees' share of insurance premiums, taxes, and 401(k) contributions), health insurance, retirement benefits, workers' compensation benefits, paid time

off, parental leave, other paid leave, unpaid leave, life and accidental death and dismemberment insurance, short- and long-term disability coverage, education assistance, emergency assistance, employee assistance, relocation reimbursements, and other benefits that the Debtors have historically directly or indirectly provided to the Employees in the ordinary course of business and as further described in the Wages Motion. In addition, the Debtors seek authority to pay all costs incident to the Employee Compensation and Benefits.

15. I believe that the Employees provide the Debtors with services necessary to conduct the Debtors' business, and the Debtors believe that absent the payment of the Employee Compensation and Benefits owed to the Employees, the Debtors may experience Employee turnover and instability at this critical time in these chapter 11 cases. I believe that without these payments, the Employees may become demoralized and unproductive because of the potential significant financial strain and other hardships these Employees may face. Such Employees may then elect to seek alternative employment opportunities. Additionally, I understand that a significant portion of the value of the Debtors' business is tied to their workforce, which cannot be replaced without significant efforts—which efforts may not be successful given the overhang of these chapter 11 cases. Enterprise value may be materially impaired to the detriment of all stakeholders in such a scenario. I therefore believe that payment of the prepetition obligations with respect to the Employee Compensation and Benefits is a necessary and critical element of the Debtors' efforts to preserve value and will give the Debtors the greatest likelihood of retention of their Employees as the Debtors seek to operate their business in these chapter 11 cases.

16. I also believe that continuing to maintain the Non-Insider Employee Incentive Programs for non-Insiders is a sound exercise of business judgment and in the best interests of

the estates. Importantly, the Non-Insider Employee Incentive Programs are a long-standing component of the Debtors' overall Employee Compensation and Benefits package and are intended to incentivize the Employees. The payments under the Non-Insider Employee Incentive Programs are only made if the applicable Employees attain the required operational and/or personal performance goals. I believe that continuing to incentivize performance goals is beneficial for the Debtors' business and creditors, as it will help maximize the value of the Debtors' estates. I therefore believe that it is necessary to continue these programs for non-Insiders on a postpetition basis to ensure that the non-Insider Employees are not exposed to significant financial constraints due to these chapter 11 cases.

D. Debtors' Motion for Entry of an Order Authorizing the Debtors to (I) Continue to Operate the Cash Management System, (II) Honor Certain Prepetition Obligations Related Thereto, (III) Maintain Existing Business Forms, and (IV) Continue to Perform Intercompany Transactions ("Cash Management Motion")

17. Pursuant to the Cash Management Motion, the Debtors seek entry of an order authorizing the Debtors to (a) continue to operate their Cash Management System, (b) honor certain prepetition obligations related thereto, (c) maintain existing business forms in the ordinary course of business, and (d) continue to perform intercompany transactions consistent with historical practice.

18. The Debtors maintain a Cash Management System which comprises a total of fifteen (15) Bank Accounts. Thirteen of the Bank Accounts reside at JPMorgan Chase & Co. ("Chase"), one account resides at Wells Fargo Bank, N.A. ("Wells Fargo"), and one account resides at Bank of Oklahoma (collectively, the "Cash Management Banks").

19. The Debtors' operate their business and generate most of their revenues through three operating companies: Samson Resources Company, Samson Contour Energy E&P, LLC, and Samson Lone Star, LLC. Each of the operating companies maintains a master account,

which collects revenue from sales of oil and natural gas, and two disbursement accounts which fund expenditures associated with the Operating Companies' general operating expenses, capital expenses, and royalty and joint interest payments. Samson Resources Company's master account serves as the Debtors' centralized main operating account and makes disbursements throughout the Cash Management System, as necessary. This account is funded by the key funding account.

20. The Debtors also maintain a payroll account, one land and lease account, a tax-free-contribution-plan account, and an employee credit-card and expense-reimbursement account.

21. The Cash Management System is comparable to the centralized cash management systems used by similarly situated companies to manage the cash of operating units in a cost-effective, efficient manner. The Debtors use the Cash Management System in the ordinary course of their business to collect, transfer, and disburse funds generated from their operations and to facilitate cash monitoring, forecasting, and reporting. The Debtors' treasury department maintains daily oversight over the Cash Management System and implements cash management controls for entering, processing, and releasing funds, including in connection with intercompany transactions. Additionally, the Debtors' corporate accounting department regularly reconciles the Debtors' books and records to ensure that all transfers are accounted for properly.

22. The Debtors pay their Cash Management Banks approximately $50,000 per month in the aggregate, monthly or quarterly, on account of fees incurred in connection with the Bank Accounts. The Debtors estimate that they owe Chase, Wells Fargo, and Bank of Oklahoma approximately $150,000 as of the Petition Date, the entirety of which will become due and payable within 21 days of the Petition Date.

23. The Debtors maintain business relationships with each other resulting in intercompany receivables, and payables in the ordinary course of business. Intercompany transactions are frequently conducted among the Debtors pursuant to prepetition shared services and informal intercompany trade arrangements, among others. Intercompany transactions are made, through direct deposits and checks either to (a) reimburse certain Debtors for various expenditures associated with their business, (b) fund certain Debtors' accounts in anticipation of such expenditures, as needed, or (c) transfer funds up to the Company's main operating account when such excess revenue is available.

24. I believe that the continuation of the Debtors' Cash Management System is essential to the Debtors' business and any disruption in the Debtors' use of the Cash Management System would severely disrupt, if not cripple, the Debtors' business. I believe that the relief requested in the Cash Management Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11. Accordingly, on behalf of the Debtors, I respectfully submit that the Cash Management Motion should be approved.

E. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of (A) Operating Expenses, (B) Joint Interest Billings, (C) Marketing Expenses, (D) Shipping and Warehousing Claims, and (E) 503(b)(9) Claims, and (II) Confirming Administrative Expense Priority of Outstanding Orders ("Lien Claimants Motion")

25. Pursuant to the Lien Claimants Motion, the Debtors seek entry of interim and final orders (a) authorizing the Debtors to pay in the ordinary course of business, (i) Operating Expenses, (ii) Joint Interest Billings, (iii) Marketing Expenses, (iv) Shipping and Warehousing Claims, and (v) 503(b)(9) Claims, and (b) confirming the administrative expense priority status of the Debtors' undisputed obligations for the postpetition delivery of goods and services and authorizing payment of such obligations in the ordinary course of business. I believe that the

relief requested in the Lien Claimants Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in the ordinary course without disruption.

26. Where the Debtors serve as an Operator, the Debtors generally will pay all of the Operating Expenses on account of their Working Interests and the Non-Op Working Interests. The Debtors will subsequently bill the holders of Non-Op Working Interests for their pro rata share of Operating Expenses.

27. At the end of every calendar month, the Debtors generate a Joint Interest Billing for each holder of a Non-Op Working Interest in an oil and gas property operated by the Debtors. The invoices are mailed to, and published on a website accessible by, Non-Op Working Interest holders to provide actual notice of their respective Joint Interest Billings by the tenth day of the month following the month in which the Operating Expenses are incurred by the Debtors in their capacity as Operator. The timing of JIB payments from Non-Op Working Interest holders can vary depending on the specific payment arrangement in place, but Non-Op Working Interest holders typically remit payment to the Debtors within 45-90 days of receiving their Joint Interest Billings. In the twelve months preceding the Petition Date, the Debtors paid approximately $650.7 million in Operating Expenses. Non-Op Working Interest holders reimbursed the Debtors approximately $182.3 million on account of Joint Interest Billings.

28. As of the Petition Date, the Debtors estimate that they have approximately $25.6 million of Operating Expenses outstanding, for which they will be reimbursed approximately $7.2 million by holders of Non-Op Working Interests.

29. I understand that failure to pay the Operating Expenses when due could result in the Operator's removal as Operator under a JOA or the perfection and/or enforcement of liens on

the Debtors' assets. Specifically, state law in jurisdictions in which the Debtors operate protect the rights of mineral contractors by granting them statutory liens to secure payment for their services. Pursuant to section 363(b)(3) of the Bankruptcy Code, the act of perfecting statutory liens, to the extent consistent with section 546(b) of the Bankruptcy Code, is expressly excluded from the automatic stay. If the Lien Claimant were able to assert liens against the Debtors for failure to pay the Operating Expenses when due, the results would be detrimental to the Debtors and their creditors. Lien Claimants may be able to place liens on, among other things, the wells, the production and proceeds therefrom, and fixtures and equipment associated with the oil and gas properties. As such, the Debtors revenues could be placed in jeopardy absent the relief requested. Accordingly, the Debtors request approval to pay up to $13.2 million of the prepetition Operating Expenses on an interim basis, up to $25.6 million upon entry of the Final Order, and to continue paying Operating Expenses in the ordinary course of business on a postpetition basis.

30. The Debtors also hold Non-Op Working Interests in many oil and gas properties. In such circumstances, a third party acts as Operator and is charged with the Daily Operations and the Operating Expenses associated therewith. The Debtors' primary responsibility with respect to their Non-Op Working Interests is to timely pay the Operators for their pro rata share of Operating Expenses through the Joint Interest Billing Process.

31. In the twelve months preceding the Petition Date, the Debtors paid approximately $67.7 million in Joint Interest Billings. As of the Petition Date, the Debtors estimate that they have approximately $17.2 of prepetition Joint Interest Billings outstanding.

32. I understand that the Operator of an oil and gas property commonly is granted a contractual and/or statutory lien on Non-Op Working Interest holders' interests in the oil and gas

property to secure the payment of obligations owed to the Operator. Specifically, similar to Lien Claimants, applicable state law often grants Operators statutory liens to secure obligations owed to the Operator on account of the Debtors' interests in the oil and gas lease. Operators would be able to assert liens against the Debtors and their interests in the relevant oil and gas properties if the Debtors failed to pay their pro rata share of Operating Expenses when due. As such, failure to timely pay the Joint Interest Billings owing by the Debtors is likely to result in Operators asserting lien rights under applicable state laws on the Debtors' interest in the Oil and Gas Leases or the production therefrom. If asserted, I understand such liens could restrict the Debtors' ability to dispose, transfer, or otherwise alienate its property, potentially severely impairing the Debtors' business. Accordingly, to preserve and protect their share of production from such oil and gas properties and to maintain their relationships with the applicable third party Operators, both during and after the pendency of these chapter 11 cases, the Debtors request approval to pay up to $4.1 million in prepetition Joint Interest Billings on an interim basis, up to $17.2 million upon entry of the Final Order, and to continue paying such Joint Interest Billings in the ordinary course of business on a postpetition basis.

33. To effectively market or sell production from oil and gas properties operated by the Debtors, the Debtors, as Operator, will make Marketing Arrangements by which third parties will charge the Operator for the Marketing Expenses. The Debtors similarly may incur Marketing Expenses on non-operated oil and gas properties where the Debtors make their own Marketing Arrangements by electing to take their production "in-kind," separate and apart from the other Working Interest Holders rather than requesting that the third party Operator market the production associated with the Debtors' Non-Op Working Interests in the Debtors' behalf.

Where the Debtors take their production in-kind, the Debtors similarly will incur Marketing Expenses.

34. In the twelve months preceding the Petition Date, the Debtors paid approximately $42.9 million in Marketing Expenses. As of the Petition Date, the Debtors estimate that they have approximately $6.9 million of prepetition Marketing Expenses outstanding.

35. I understand that failure to pay the Marketing Expenses when due could result in counterparties to the Marketing Arrangements refusing to release production or revenues associated with the Marketed Production in their possession or refusing to accept delivery of additional Marketed Production. In instances where delivery of Marketed Production is refused, the Debtors may be forced to shut-in a well. Shutting in a well may have economic consequences to the Debtors beyond temporary cessation of production and revenue therefrom. The act of shutting in a well can trigger obligations to other interest holders in that well, including payment obligations or potential forfeiture of the Debtors' interest under the terms of an Oil and Gas Lease. Accordingly, to preserve and protect their relationships with the applicable Marketing Arrangement counterparties, both during and after the pendency of these chapter 11 cases, the Debtors request approval to pay up to $4.1 million in prepetition Marketing Expenses on an interim basis, up to $6.9 million upon entry of the Final Order, and to continue paying such Marketing Expenses in the ordinary course of business on a postpetition basis.

36. The Debtors also engage Shippers to transport or deliver Materials from a manufacturer to a storage yard, between a storage yard and an oil and gas property, between oil and gas properties, or between storage yards. Additionally, while the Debtors own multiple storage yards, they rely on approximately 30 additional Warehousemen in the ordinary course of

business to store Materials when not being used. On average, the Debtors pay the Warehousemen approximately $13,000 per month in arrears.

37. In the twelve months preceding the Petition Date, the Debtors paid approximately $220,000 in Shipping and Warehousing Claims. As of the Petition Date, the Debtors estimate that they have approximately $30,000 of prepetition Shipping and Warehousing Claims outstanding.

38. I understand that under most state laws, a Shipper or a Warehouseman may have a lien on the goods in its possession, which lien secures the charges or expenses incurred in connection with the transportation or storage of such goods.[2] As a result, certain Shippers and Warehousemen may refuse to deliver or release Materials or other property in their possession or control, as applicable, before the Shipping and Warehousing Claims have been satisfied and their liens redeemed. Accordingly, to continue using the Shippers' and Warehousemen's transportation and storage services and have access to the Materials held or controlled thereby, the Debtors request approval to pay up to $14,000 in prepetition Shipping and Warehousing Claims on an interim basis, up to $30,000 upon entry of the Final Order, and to continue paying such Shipping and Warehousing Claims in the ordinary course of business on a postpetition basis.

39. Additionally, the Debtors may have received goods from 503(b)(9) Claimants within the 20 days before the Petition Date. Many of the Debtors' relationships with the 503(b)(9) Claimants are not governed by long-term contracts. As a result, a 503(b)(9) Claimant may refuse to supply new orders without payment of its prepetition claims. The Debtors also

[2] By this Motion, the Debtors do not concede that any liens (contractual, common law, statutory, or otherwise) described in this Motion are valid, and the Debtors expressly reserve the right to contest the extent, validity, and perfection of any and all such liens, and to seek avoidance thereof.

believe certain 503(b)(9) Claimants could reduce the Debtors' existing trade credit—or demand payment in cash on delivery—further exacerbating the Debtors' limited liquidity. Absent payment of the Section 503(b)(9) Claims at the outset of these chapter 11 cases—which I am advised merely accelerates the timing of payment and not the ultimate treatment of such claims—the Debtors could be denied access to the equipment and goods necessary to maintain the Debtors' business operations.

40. By the Lien Claimant Motion, the Debtors seek authority, but not direction, to pay up to $2.7 million to the 503(b)(9) Claimants on account of their prepetition claims.

41. Finally, the Debtors may have placed Outstanding Orders for goods that will not be delivered until after the Petition Date. To avoid becoming general unsecured creditors of the Debtors' estates with respect to such goods, certain suppliers may refuse to ship or transport such goods (or may recall such shipments) with respect to such Outstanding Orders unless the Debtors issue substitute purchase orders postpetition. To prevent any disruption to the Debtors' business operations, the Debtors seek an order (a) granting administrative expense priority under section 503(b) of the Bankruptcy Code to all undisputed obligations of the Debtors arising from the postpetition acceptance of goods subject to Outstanding Orders and (b) authorizing the Debtors to satisfy such obligations in the ordinary course of business.

F. Debtors' Motion for Entry of Interim and Final Orders Authorizing Payment of (I) Mineral Payments and (II) Working Interest Disbursements ("Royalty Payments Motion")

42. Pursuant to the Royalty Payments Motion, the Debtors seek entry of interim and final orders authorizing the Debtors to pay or apply in the ordinary course of business, any and all amounts owed to Mineral Payees and Working Interest Holders in the ordinary course of business, whether such obligations were incurred prepetition or will be incurred postpetition. For the reasons set forth below, I believe that the relief requested in the Royalty Payments

Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in the ordinary course without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the Royalty Payments Motion should be approved.

43. The Debtors hold Working Interests in approximately 7,500 Oil and Gas Properties. On average in 2014, the Debtors generated approximately $98.8 million of revenue each month on account of their Working Interests in the Oil and Gas Properties. The Debtors' Working Interests generally are subject to Interest Burdens.

44. It is my understanding that in the states in which the Debtors have Working Interests, Interests Burdens are interests in real property and the Debtors have no equitable interest in such property. The Debtors take possession of the proceeds from the Mineral Payees' share of oil and gas production because they market and sell the oil and gas production on behalf of the Mineral Payees prior to remitting the Mineral Payments to them.

45. In general, the Debtors make approximately 7,800 Mineral Payments totaling approximately $16.1 million per month. The Debtors estimate that, as of the Petition Date, there is approximately $33.8 million in as-yet unpaid Mineral Payments,[3] including approximately $15.9 million in such payments due in the next three weeks.

46. The Debtors are the Operators for a number of their Oil and Gas Leases, many under Joint Operating Agreements with other parties. I understand that, as an Operator, the Debtors are responsible for making Working Interest Disbursements. In the twelve months

[3] Included in this amount is approximately $440,000 of "suspended funds" (the "Suspended Funds"). The Suspended Funds represent amounts that are due and owing to certain Mineral Payees but are otherwise unpayable for a variety of reasons, including incorrect contact information, unmarketable title, and ongoing disputes over ownership of the underlying interest. Subject to applicable laws, when and to the extent the Debtors are provided evidence or sufficient notice that the issue preventing payment of the Suspended Funds to a particular Mineral Payee is resolved, the Debtors release the Suspended Funds in question.

ending June 30, 2015, the Debtors remitted approximately $167.7 million in Working Interest Disbursements. I understand that failure to timely pay the Working Interest Disbursements could expose the Debtors to statutory enforcement mechanisms, and that holders of Non-Operating Working Interests often have contractual remedies under the applicable Joint Operating Agreement, including the grant of a security interest in production, the right to remove the Debtors as Operator, and the right to interest on the amount owed. And, the Working Interest Disbursements held by the Debtors prior to remittance to the appropriate Working Interest holders may not be property of the Debtors' estates. I understand that as of the Petition Date, the Debtors estimate that they have approximately $35.6 million of Working Interest Disbursements outstanding,[4] including approximately $14.8 million in such disbursements due in the next three weeks. Of the $35.6 million Working Interest Disbursements currently outstanding, approximately $8.4 million of such Working Interest Disbursements will be set-off in the ordinary course of business against Joint Interest Billings owed to the Debtors by third parties.

47. I believe that failure to pay the Mineral Payments and Working Interest Disbursements could materially jeopardize the Debtors' production ability and reliability. Failing to pay the Mineral Payments and Working Interest Disbursements would have a devastating impact on the Debtors' operations and would undoubtedly force the Debtors to spend significant time and resources resolving disputes with the very parties on whom they depend. If the relationships established by the Debtors with the parties that are owed these payments are harmed, whether through non-payment or perceived difficulties of working with a chapter 11

[4] Included in this amount is approximately $1.9 million of Working Interest Disbursements that the Debtors may have mistakenly withheld from certain Non-Operating Working Interest holders due to discrepancies in the amount of Operating Expenses attributable to the applicable Oil and Gas Leases. In the ordinary course, if the Debtors determine that they have overbilled a particular Non-Operating Working Interest holder for such holder's share of Operating Expenses (and thus have not remitted such holder's full Working Interest Disbursement), the Debtors remit the remaining Working Interest Disbursement owed to such holder. Also included in this amount is approximately $2.0 million of Suspended Funds.

debtor, the Debtors may be unable to secure future opportunities with those parties and other third-parties may be unwilling to engage in new business with the Debtors going forward. If that were to occur, the negative impact on the Debtors' business, estates, and creditors would be substantial. Based on the foregoing, I believe that the relief requested in the Royalty Payments Motion is in the best interest of the Debtors, their estates, their creditors, and all parties in interest.

G. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Payment of Certain Prepetition Taxes and Fees ("Taxes Motion")

48. The Taxes Motion seeks the authority to remit and pay Taxes and Fees that accrued before the Petition Date and will become payable during the pendency of these cases in an aggregate amount not to exceed $45.4 million. The Debtors also request that the Court authorize applicable financial institutions, when the Debtors so request, to receive, process, honor, and pay any and all checks or electronic payment requests in respect of the Taxes and Fees.

49. In the ordinary course of business, the Debtors collect, withhold, and incur sales, use, income, franchise, severance, and property taxes, as well as environmental and business fees, as more fully described in the Taxes Motion. The Debtors estimate that approximately $45.4 million in Taxes and Fees relating to the prepetition period will become due and owing to the Authorities after the Petition Date, and approximately $3.1 million of this amount will become due and payable within 21 days of the Petition Date. Payment of the Taxes and Fees is critical to the Debtors' continued and uninterrupted operations. The Debtors' failure to pay prepetition Taxes and Fees may cause the Authorities to take precipitous action, including, but not limited to, conducting audits, filing liens, preventing the Debtors from doing business in certain jurisdictions, seeking to lift the automatic stay, or pursuing payment of the Taxes and

Fees from the Debtors' officers and directors, all of which would greatly disrupt the Debtors' operations and ability to focus on their reorganization efforts.

50. I believe that the relief requested in the Taxes Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11 without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the Taxes Motion should be approved.

H. Debtors' Motion for Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock ("Equity Trading Motion")

51. Pursuant to the Equity Trading Motion, the Debtors seek entry of orders (a) approving the procedures related to certain transfers of and declarations of worthlessness with respect to Common Stock and Preferred Stock, (b) directing that any purchase, sale, or other transfer of, or declaration of worthlessness with respect to Common Stock or Preferred Stock in violation of the procedures shall be null and void ab initio, and (c) granting related relief. In addition, the Debtors request that the Court schedule a final hearing to consider approval of the Equity Trading Motion on a final basis.

52. As of the Petition Date, the Debtors estimate that they have NOLs in the amount of approximately $1.4 billion. I understand that the NOLs are of significant value to the Debtors and their estates because the Debtors can carry forward their NOLs to offset their future taxable income for up to 20 years, thereby reducing their future aggregate tax obligations. In addition, such NOLs may be utilized by the Debtors to offset any taxable income generated by transactions consummated during these chapter 11 cases. The termination or limitation of the NOLs could be materially detrimental to all parties in interest. The value of the NOLs will inure to the benefit of all of the Debtors' stakeholders.

53. The NOLs are a key asset of the Debtors' estates and essential to the Debtors' restructuring. The loss of the NOLs would therefore cause immediate and irreparable harm to the Debtors' estates. The Procedures are the mechanism by which the Debtors will monitor and object to certain transfers of and declarations of worthlessness with respect to Common Stock or Preferred Stock to ensure preservation of the NOLs. I further believe that the Procedures and other relief requested in the Equity Trading Motion are critical for maximizing estate value and will help ensure a meaningful recovery for creditors. If no restrictions on trading or worthlessness deductions are imposed as requested in the Equity Trading Motion, such trading or deductions could severely limit or even eliminate the Debtors' ability to utilize the NOLs. I believe that the loss of these valuable estate assets could lead to significant negative consequences for the Debtors, their estates, their stakeholders, and the overall reorganization process. Accordingly, on behalf of the Debtors, I respectfully submit the Court should grant the relief requested in the Equity Trading Motion.

I. Debtors' Motion for Entry of Interim and Final Orders (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, and (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests ("Utilities Motion")

54. Pursuant to the Utilities Motion, the Debtors seek entry of interim and final orders (a) approving the Debtors' Proposed Adequate Assurance of payment for future utility services; (b) prohibiting Utility Companies from altering, refusing, or discontinuing services; and (c) approving the Debtors' proposed procedures for resolving Adequate Assurance Requests.

55. In connection with the operation of their businesses and management of their properties, the Debtors obtain electricity, natural gas, propane, telecommunications, water, waste management (including sewer and trash), internet, cable, and other similar services from a number of utility companies or brokers. On average, the Debtors pay approximately $793,000

each month for third party Utility Services, calculated as a historical average the twelve-month period ended July 31, 2015. Two Utility Companies hold deposit of approximately $75,000 and $33,000 from the Debtors.

56. Preserving Utility Services on an uninterrupted basis is essential to the Debtors' ongoing operations and, therefore, to the success of their reorganization. Indeed, any interruption in Utility Services, even for a brief period of time, would disrupt the Debtors' ability to continue operations and explore and produce oil and gas. I believe this disruption would adversely impact customer relationships and result in a decline in the Debtors' revenues and profits. Such a result could seriously jeopardize the Debtors' reorganization efforts and, ultimately, value and creditor recoveries. It is critical, therefore, that Utility Services continue uninterrupted during these chapter 11 cases. Accordingly, on behalf of the Debtors, I respectfully submit that the relief requested in the Utilities Motion should be granted.

J. Debtors' Motion for Entry of an Order Approving Continuation of Surety Bond Program ("Surety Bond Motion")

57. Pursuant to the Surety Bond Motion, the Debtors seek entry of an order authorizing the Debtors to continue and renew their Surety Bond Program on an uninterrupted basis, including paying bond premiums as they come due, providing the Sureties with collateral, renewing or potentially acquiring additional bonding capacity as needed in the ordinary course of their business, and executing other agreements, as needed, in connection with the Surety Bond Program.

58. In the ordinary course of business, the Debtors are required to provide surety bonds to certain third parties, often governmental units or other public agencies, to secure the Debtors' payment or performance of certain obligations. These obligations relate to, among other things: (a) conservation; (b) oil and natural gas drilling and exploration operations; (c)

rights-of-way; (d) land use; (e) utilities; and (f) litigation judgments. Often, statutes or ordinances require the Debtors to post surety bonds to secure these obligations. As such, failures to provide, maintain, or timely replace their surety bonds may prevent the Debtors from undertaking essential functions related to their operations. As of the Petition Date, the Debtors have approximately $11.3 million in outstanding surety bonds.

59. To continue their business operations during the reorganization, the Debtors must be able to provide financial assurances to local governments, regulatory agencies, and other third parties. This in turn requires the Debtors to maintain the existing Surety Bond Program and potentially to acquire additional bonding capacity as needed in the ordinary course of the Debtors' business.

60. Continuing the Surety Bond Program is thus necessary to maintain the Debtors' current terms and existing relationships with their Sureties. Based on the Debtors' current circumstances, I do not believe that it is likely that the Debtors will be able to renew, or obtain replacement of, existing bonds on terms more favorable than those offered by the Sureties. The process of establishing a new surety bond program, moreover, would be burdensome to the Debtors, and it is doubtful that the Debtors could replace all of the surety bonds in time to avoid defaults or other consequences of the applicable obligations.

61. I believe that the relief requested in the Surety Bond Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11 without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the relief requested in the Surety Bond Motion should be granted.

K. Debtors' Motion for Entry of an Order Authorizing the Debtors to (I) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto and (II) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies ("Insurance Motion")

62. Pursuant to the Insurance Motion, the Debtors seek entry of an order authorizing the Debtors to (a) continue existing insurance coverage entered into prepetition and satisfy payment of prepetition obligations related thereto and (b) renew, amend, supplement, extend, or purchase insurance coverage in the ordinary course of business. In the ordinary course of business, the Debtors maintain 27 Insurance Policies that are administered by multiple third-party Insurance Carriers. The Insurance Policies provide coverage for, among other things, the Debtors' property, general liability, automobile liability, energy liability, pollution liability, trip travel liability, umbrella coverage, excess liability, directors and officers liability (including tail coverage), and aviation coverage. The Debtors typically obtain their insurance policies through their Insurance Brokers, for which services the Debtors pay Brokerage Fees. As of the Petition Date, I do not believe that the Debtors owe any amounts on account of the Insurance Policies, including the Brokerage Fees. Out of an abundance of caution, however, the Debtors are seeking authority to honor any amounts owed on account of the Insurance Policies, including the Brokerage Fees, to ensure uninterrupted coverage of the Insurance Policies.

63. Continuation and renewal of the Insurance Policies and entry into new insurance policies is essential to preserving the value of the Debtors' business, properties, and assets. Moreover, in many cases, coverage provided by the Insurance Policies is required by the regulations, laws, and contracts that govern the Debtors' commercial activities, including the requirements of the U.S. Trustee.

64. I believe that the relief requested in the Insurance Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors

to continue to operate their business in chapter 11 without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the Insurance Motion should be approved.

L. Debtors' Application for Appointment of Garden City Group, LLC as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date (the "Claims Agent Application")

65. Pursuant to the Claims Agent Application, the Debtors seek entry of an order appointing Garden City Group, LLC as 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.

66. 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 counsel or 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.

67. Given the complexity of these chapter 11 cases and the number of creditors and other parties in interest involved in these chapter 11 cases, I believe that appointing Garden City Group as the notice and claims agent in these chapter 11 cases will maximize the value of the Debtors' estates for all its stakeholders.

M. Debtors' Motion for Entry of an Order Authorizing the Debtors to File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix of Each Debtor (the "Creditor Matrix Motion")

68. Pursuant to the Creditor Matrix Motion, the Debtors seek entry of an order authorizing the Debtors to file a consolidated list of creditors in lieu of submitting separate mailing matrices for each Debtor.

69. Because requiring the Debtors to segregate and convert their computerized records to a Debtor-specific creditor matrix format would be an unnecessarily burdensome task and result in duplicate mailings, I believe that the permitting the Debtors to maintain a single consolidated list of creditors, in lieu of filing a separate creditor matrix for each Debtor, will maximize the value of the Debtors' estates and is in the interests of all of the Debtors' stakeholders.

N. Debtors' Motion for Entry of an Order Authorizing the Debtors to Retain and Compensate Professionals Utilized in the Ordinary Course of Business ("OCP Motion")

70. Pursuant to the OCP Motion, the Debtors request that the Court enter an order authorizing the Debtors to continue to retain and compensate the OCPs on a postpetition basis in accordance with the OCP Procedures, without the need for each OCP to file formal applications for retention and compensation, and granting related relief.

71. The Debtors retain various attorneys in the ordinary course of their business. The OCPs render a wide range of services to the Debtors in a variety of matters unrelated to these chapter 11 cases, including litigation, regulatory, labor and employment, and general corporate matters, as well as other services for the Debtors in relation to issues that have a direct and significant impact on the Debtors' day-to-day operations.

72. Due to the number of OCPs that are regularly retained by the Debtors, I believe it would be unwieldy and burdensome to both the Debtors and the Court to request each such OCP

to apply separately for approval of its employment and compensation. While I believe that some OCPs may wish to continue to represent the Debtors on an ongoing basis, others may be unwilling to do so if the Debtors cannot pay them on a regular basis. Without the background knowledge, expertise, and familiarity that the OCPs have relative to the Debtors and their operations, the Debtors undoubtedly would incur additional and unnecessary expenses in educating replacement professionals about the Debtors' business and financial operations. Moreover, I believe that the Debtors' estates and their creditors are best served by avoiding any disruption in the professional services that are required for the day-to-day operation of the Debtors' business.

73. The Debtors have prepared, and submit to the Court for approval, the OCP Procedures which are included in the OCP Motion. I believe that the continued retention and payment of the OCPs in accordance with the OCP Procedures, will allow the Debtors to continue to utilize and benefit from the OCPs' services. I believe that the continued retention and compensation of the OCPs is in the best interests of the Debtors' estates, creditors, and other parties in interest, and that the OCP Motion should be granted.

EXHIBIT B

Corporate Organizational Structure

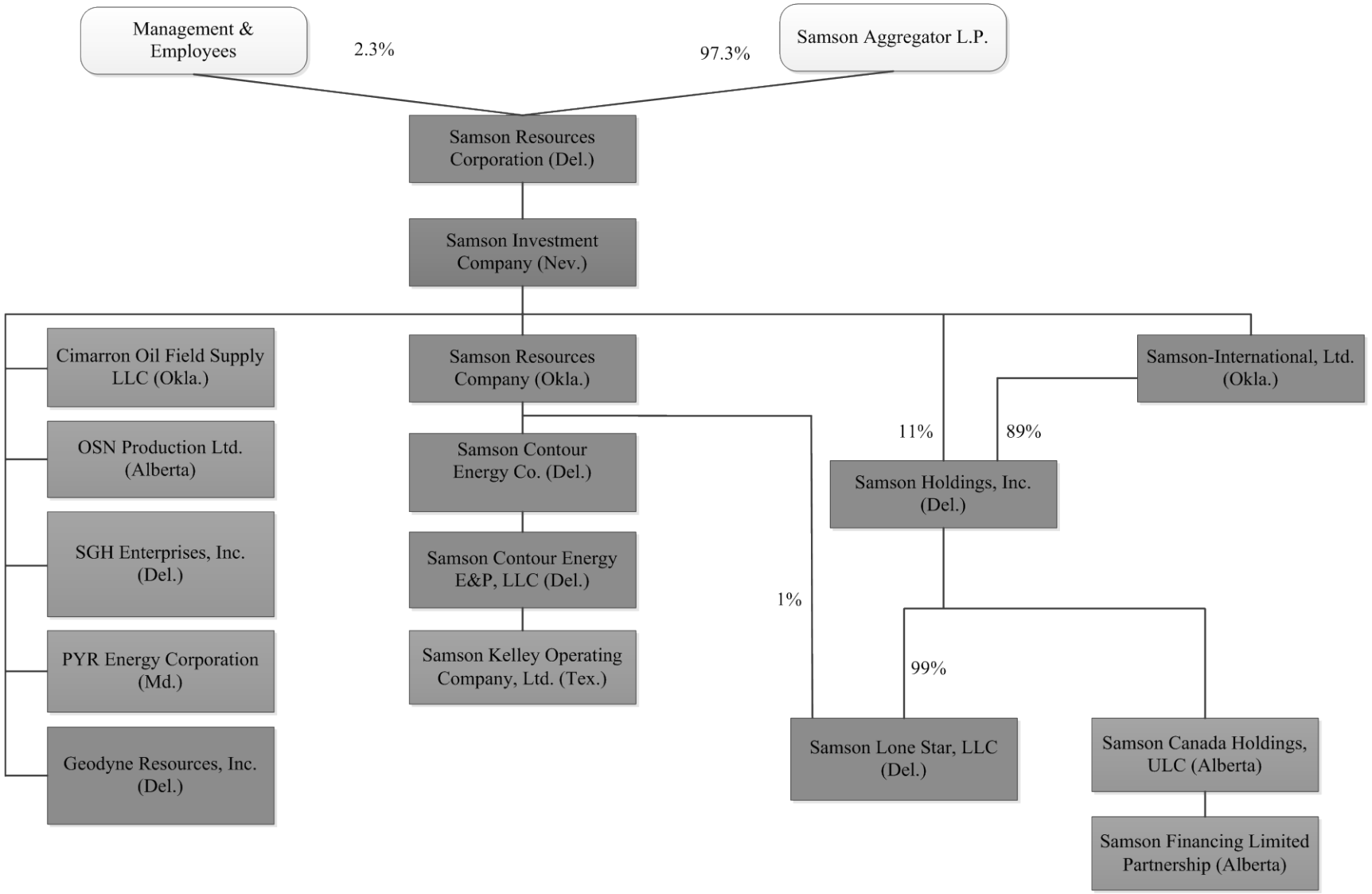

Management & Employees
2.3%
97.3%
Samson Aggregator L.P.
Samson Resources Corporation (Del.)
Samson Investment Company (Nev.)
Cimarron Oil Field Supply LLC (Okla.)
OSN Production Ltd. (Alberta)
SGH Enterprises, Inc. (Del.)
PYR Energy Corporation (Md.)
Geodyne Resources, Inc. (Del.)
Samson Resources Company (Okla.)
Samson Contour Energy Co. (Del.)
Samson Contour Energy E&P, LLC (Del.)
Samson Kelley Operating Company, Ltd. (Tex.)
Samson-International, Ltd. (Okla.)
11%
89%
Samson Holdings, Inc. (Del.)
1%
99%
Samson Lone Star, LLC (Del.)
Samson Canada Holdings, ULC (Alberta)
Samson Financing Limited Partnership (Alberta)

EXHIBIT C

Restructuring Support Agreement

EXECUTION VERSION

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING 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 14, 2015, is entered into by and among: (a) Samson Resources Corporation ("Samson") and certain of its subsidiaries, including Samson Investment Company (collectively, the "Company");[1] (b) the Sponsors (as defined below); (c) the Backstop Parties (as defined below); and (d) 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 Company, each Sponsor, each Backstop Party, 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 Backstop Parties, which directly or indirectly (through funds and accounts they manage or advise) hold or control the voting power with respect to approximately 45.5 percent of Second Lien Loans, have executed a term sheet with Samson, a copy of which is annexed hereto as **Exhibit A** (the "Term Sheet"), which sets forth, *inter alia*, the principal terms of a proposed $450 million gross new money investment (the "New Money Investment") to be funded pursuant to a proposed rights offering for (i) new common stock in the reorganized Company (the "New Common Stock", and the rights offering for such New Common Stock, the "Equity Offering") and new second lien term loans to the Company (the "New Debt," and the rights offering for such New Debt, the "Debt Offering", and together with the Equity Offering, the "Rights Offering"), all in connection with a restructuring (including, to the extent applicable, a 363 Sale (as defined below) consistent with the terms hereof, the "Restructuring Transaction") to be implemented pursuant to a joint plan of reorganization for the Company constituting an Acceptable Plan within the meaning set forth herein under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code"), and as part of voluntary chapter 11 cases (the "Chapter 11 Cases") to be commenced in a United States Bankruptcy Court having jurisdiction (the "Bankruptcy Court");

WHEREAS, pursuant to the Acceptable Plan, the Rights Offering will be offered to the holders of Second Lien Loans;

WHEREAS, subject to the terms and conditions contained in this Agreement and the Term Sheet, the Backstop Parties have committed to backstop the Rights Offering;

WHEREAS, upon a 363 Sale Triggering Event (as defined below), the Company will pursue a sale of substantially all of its assets pursuant to section 363 of the Bankruptcy Code in

[1] The subsidiaries included in the "Company" are: Geodyne Resources, Inc.; Samson Contour Energy Co.; Samson Contour Energy E&P, LLC; Samson Holdings, Inc.; Samson-International, Ltd.; Samson Lone Star, LLC; SGH Enterprises, Inc.; and Samson Resources Company.

accordance with this Agreement and the terms of an asset purchase agreement and sale procedures to be agreed to by the Company and the Required Backstop Parties;

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 Restructuring Transaction 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. Term Sheet. The Term Sheet is expressly incorporated herein by reference and made part of this Agreement as if fully set forth herein. The Term Sheet sets forth the material terms and conditions of the Restructuring Transaction and the Backstop Parties' support for the Rights Offering; however, the Term Sheet is supplemented by the terms and conditions of this Agreement.

2. 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.

3. Definitions. As used in this Agreement, the following terms have the following meanings:

(a) "363 Sale" has the meaning set forth in Section 8(b) herein.

(b) "363 Sale Triggering Event" has the meaning set forth in Section 8(a) herein.

(c) "Acceptable Plan" means a joint plan of reorganization to be proposed by the Company that incorporates the terms set forth in the Term Sheet and includes the Release, is consistent with this Agreement and is otherwise reasonably acceptable to the Company, the Sponsors (solely with respect to the Sponsors Consent Right), the Required Backstop Parties, and the Required Lenders, each acting in its sole discretion.

(d) "Agreement" has the meaning set forth in the Preamble.

(e) "Agreement Effective Date" means the date of this Agreement.

(f) "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 (other than the Restructuring Transaction) involving the Company and its controlled subsidiaries; *provided* that for the avoidance of doubt, an Alternative Proposal shall not include a 363 Sale (or a proposal that results from the marketing process associated with the 363 Sale).

(g) "Amended RBL Facility" means an amendment and restatement or refinancing of that certain Credit Agreement, dated as of December 21, 2011, by and between Samson Investment Company and JPMorgan Chase Bank, N.A., as administrative agent, and the financial institutions and lenders from time to time party thereto, consistent with the terms set forth in the Term Sheet and as otherwise acceptable to the Company and reasonably acceptable to the Required Backstop Parties, each acting it its sole discretion.

(h) "Asset Purchase Agreement" means an asset purchase agreement to be agreed to by the Parties in connection with a 363 Sale.

(i) "Backstop Commitment" has the meaning set forth in Section 4(a) herein.

(j) "Backstop Party Allocations" means the Equity Backstop Allocations and the Debt Backstop Allocations.

(k) "Backstop Motion" means a motion of the Company, and all related implementing documents, agreements, exhibits, annexes, and schedules, as such documents may be amended, modified, or supplemented from time to time, all in form and substance reasonably acceptable to the Backstop Parties and Sponsors (solely with respect to the Sponsors Consent Right) requesting that the Bankruptcy Court enter an order approving, among other things, the terms of the Break Up Fee, Work Fee, Equity

Backstop Commitment, Holdback, Equity Fee Grant, payment of Expenses and Debt Backstop Commitment (each as defined in the Term Sheet) and the outside date of the Backstop Commitments. Without limiting the foregoing, the Backstop Motion shall state the Company's intention to assume this Agreement on the Effective Date pursuant to the Acceptable Plan and the Company's acknowledgment that it must comply with the terms of this Agreement to assume it.

(l) "Backstop Order" means an Order of the Bankruptcy Court, in form and substance acceptable to the Company and reasonably acceptable to the Backstop Parties, granting the Backstop Motion.

(m) "Backstop Parties" means the parties listed on **Exhibit B** hereto.

(n) "Bankruptcy Code" has the meaning set forth in the Recitals.

(o) "Bankruptcy Court" has the meaning set forth in the Recitals.

(p) "Bid Procedures Motion" means a motion of the Company (providing, among other things, that the Second Lien Lenders shall have the ability to credit bid the Second Lien Loan Claims pursuant to the terms set forth in Appendix C to the Term Sheet), and all related implementing documents, agreements, exhibits, annexes, and schedules, as such documents may be amended, modified, or supplemented from time to time, all in form and substance reasonably acceptable to the Sponsors (solely with respect to the Sponsors Consent Right) and Required Backstop Parties, requesting that the Bankruptcy Court enter an order approving bid procedures and related bidder protections for purposes of the 363 Sale.

(q) "Bid Procedures Order" means an Order of the Bankruptcy Court, in form and substance reasonably acceptable to the Company, Sponsors (solely with respect to the Sponsors Consent Right), and the Required Backstop Parties, granting the Bid Procedures Motion.

(r) "Board" has the meaning set forth in Section 4(c) herein.

(s) "Break Up Fee" has the meaning set forth in Section 4(c) herein.

(t) "Chapter 11 Cases" has the meaning set forth in the Recitals.

(u) "Company" has the meaning set forth in the Preamble.

(v) "Company and the Consenting Lender and Backstop Releasing Parties" has the meaning set forth in Section 13(a) herein.

(w) "Company Termination Events" has the meaning set forth in Section 9(b) herein.

(x) "Confirmation Order" means a Final Order of the Bankruptcy Court confirming the Acceptable Plan pursuant to section 1129 of the Bankruptcy Code, which

order shall be in form and substance reasonably acceptable to the Company, the Sponsors (solely with respect to the Sponsors Consent Right), and the Required Lenders.

(y) "Consenting Lenders" has the meaning set forth in the Preamble.

(z) "Debt Backstop Allocations" means the debt commitment allocations of the Backstop Parties set forth in Appendix A to the Term Sheet.

(aa) "Debt Offering" has the meaning set forth in the Recitals.

(bb) "Definitive Documentation" means this Agreement (including the Term Sheet), the Acceptable Plan, Disclosure Statement, Confirmation Order, Bid Procedures Order, Asset Purchase Agreement and related documents, and any court filings in the Chapter 11 Cases that could be reasonably expected to affect the interests of the Backstop Parties or the holders of the Second Lien Loan Claims, and any other documents or exhibits related to or contemplated in the foregoing.

(cc) "DIP/Cash Collateral Motion" means a motion to be filed by the Company 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, all in form and substance reasonably acceptable to the Sponsors (solely with respect to the Sponsors Consent Right) and the Backstop Parties (or, so long as all Backstop Parties are offered the opportunity to participate on a pro rata basis (in accordance with their respective Backstop Party Allocations) on the same economic terms, the Required Backstop Parties), requesting entry of an order approving, among other things, postpetition financing of the Company, continued use of cash collateral of, and the provision of adequate protection to, the holders of secured claims against the Company.

(dd) "DIP/Cash Collateral Order" means an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Company, the Sponsors (solely with respect to the Sponsors Consent Right), and the Backstop Parties (or, so long as all Backstop Parties are offered the opportunity to participate on a pro rata basis (in accordance with their respective Backstop Party Allocations) on the same economic terms, the Required Backstop Parties), granting the relief requested in the DIP/Cash Collateral Motion.

(ee) "Disclosure Statement" means the disclosure statement for the Acceptable Plan, as amended, supplemented, or otherwise modified from time to time, that describes the Acceptable 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 Company, the Sponsors (solely with respect to the Sponsors Consent Right), the Required Backstop Parties, and the Required Lenders.

(ff) "Disclosure Statement Motion" means a motion to be filed by the Company 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 Acceptable 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 Acceptable Plan by December 1, 2015, which motion shall be in form and substance reasonably acceptable to the Sponsors (solely with respect to the Sponsors Consent Right), the Required Backstop Parties, and the Required Lenders.

(gg) "Disclosure Statement Order" means an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Sponsors (solely with respect to the Sponsors Consent Right) the Required Backstop Parties, and the Required Lenders granting the relief requested in the Disclosure Statement Motion.

(hh) "Effective Date" means the effective date of the Acceptable Plan.

(ii) "Effective Date Outside Date" has the meaning set forth in Section 4(f) herein.

(jj) "Equity Backstop Allocations" means the equity commitment allocations of the Backstop Parties set forth in Appendix A to the Term Sheet.

(kk) "Equity Offering" has the meaning set forth in the Recitals.

(ll) "Exclusive Periods" has the meaning set forth in Section 5(a) herein.

(mm) "Expenses" has the meaning set forth in Section 4(d) herein.

(nn) "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.

(oo) "First Day Pleadings" means any motions or applications (including a customary motion for interim and final orders approving procedures regarding equity trading, which procedures shall provide that, among other things, upon a valid delivery of a Termination Notice by the Sponsors, and notwithstanding the automatic stay or the entry of any order approving such procedures, the Sponsors shall have the right to move the Bankruptcy Court for an order permitting the Sponsors to take any of the actions set forth in Section 6(b) hereof (and all other parties in interest shall have the right to oppose such motion), and approval of which the Company shall seek as soon as reasonably practicable after the Petition Date) to be filed by the Company on the Petition Date, each of which shall be in form and substance reasonably acceptable to the Sponsors (solely with respect to the Sponsors Consent Right), and the Required Backstop Parties.

(pp) "Indemnified Party" means the Backstop Parties, 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.

(qq) "Initial Orders Outside Date" has the meaning set forth in Section 4(f) herein.

(rr) "Joinder Agreement" has the meaning set forth in Section 5(c) herein.

(ss) "Kirkland" means Kirkland & Ellis LLP, counsel to the Company.

(tt) "Lender Termination Events" has the meaning set forth in Section 9(a) herein.

(uu) "Milestones" means those milestones set forth on **Exhibit C** hereto or, in each case, such later date as the Company and the Required Backstop Parties agree, each acting in its sole discretion.

(vv) "New Common Stock" has the meaning set forth in the Recitals.

(ww) "New Debt" has the meaning set forth in the Recitals.

(xx) "New Money Investment" has the meaning set forth in the Recitals.

(yy) "Party" or "Parties" has the meaning set forth in the Preamble.

(zz) "Plan" has the meaning set forth in the Recitals.

(aaa) "Plan Supplement" means the compilation of documents and forms of documents, schedules, and exhibits to be filed prior to confirmation of the Acceptable Plan, each of which shall be in form and substance reasonably acceptable to the Sponsors (solely with respect to the Sponsors Consent Right) and the Required Backstop Parties.

(bbb) "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).

(ccc) "Release" means the releases provided for in Section 13 herein.

(ddd) "Release Revocation Event" has the meaning set forth in Section 14(b) herein.

(eee) "Release Revocation Notice" has the meaning set forth in Section 14(a) herein.

(fff) "Released Parties" has the meaning set forth in Section 13(a) herein.

(ggg) "Releasing Parties" has the meaning set forth in Section 13(a) herein.

(hhh) "Required Backstop Parties" means, as of any date of determination, Backstop Parties committed to providing a majority of the aggregate Backstop Party Allocations.

(iii) "Required Lenders" means, as of any date of determination, Consenting Lenders (which may include one or more Backstop Parties) holding a majority of the outstanding principal amount of the Second Lien Loans held by the Consenting Lenders (which may include one or more Backstop Parties) in the aggregate.

(jjj) "Requisite Consenting Lenders" means, as of any date of determination, Consenting Lenders holding, in the aggregate, at least 66 2/3 percent in the aggregate of all outstanding Second Lien Loans.

(kkk) "Restructuring Support Effective Date" means the date upon which this Agreement becomes effective and binding on the Parties in accordance with the provisions of Section 17 hereof.

(lll) "Restructuring Support Period" means the period commencing on the Restructuring Support Effective Date and ending on the date on which this Agreement is terminated in accordance with Section 9 hereof.

(mmm)"Restructuring Transaction" has the meaning set forth in the Recitals.

(nnn) "Revocation Cure Period" has the meaning set forth in Section 14(a) herein.

(ooo) "Rights Offering" has the meaning set forth in the Recitals.

(ppp) "Samson" has the meaning set forth in the Preamble.

(qqq) "Solicitation" means the solicitation of votes in connection with the Acceptable Plan, as approved by the Disclosure Statement Order.

(rrr) "Second Lien Agent" means the administrative agent under the Second Lien Credit Agreement.

(sss) "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.

(ttt) "Second Lien Loan Claims" means any and all claims arising under the Second Lien Credit Agreement or Second Lien Loans.

(uuu) "Second Lien Loans" means the loans outstanding under the Second Lien Credit Agreement.

(vvv) "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.

(www) "Sponsors" means the parties listed on **Exhibit D** hereto.

(xxx) "Sponsors Consent Right" means the Sponsors' right to consent to or approve any documents, actions, or agreements, as applicable, solely with respect to any terms thereof that affect or alter the releases (including, without limitation, the Release and the preservation of indemnification rights and insurance benefits) to be granted to or received by the Sponsors or any of the Sponsor Released Parties under the Term Sheet or this Agreement or implementation of such releases.

(yyy) "Sponsor Released Parties" has the meaning set forth in Section 13(a) herein.

(zzz) "Sponsor Releasing Parties" has the meaning set forth in Section 13(a) herein.

(aaaa) "Sponsors Termination Events" has the meaning set forth in Section 9(d) herein.

(bbbb) "Termination Events" has the meaning set forth in Section 9(d) herein.

(cccc) "Termination Notice" has the meaning set forth in Section 9(a) herein.

(dddd) "Term Sheet" has the meaning set forth in the Recitals.

(eeee) "Transfer" has the meaning set forth in Section 5(c) herein.

(ffff) "Willkie" means Willkie Farr & Gallagher LLP, counsel to the Second Lien Agent.

4. Backstop Commitments.

(a) The Backstop Parties hereby commit to provide (severally but not jointly on a pro rata basis in accordance with the Backstop Party Allocations) the entire amount of the New Money Investment through the purchase or funding, as applicable, of $413,250,000 of New Common Stock and $36,750,000 of New Debt (less the aggregate amount of New Common Stock and New Debt irrevocably purchased or funded in the Rights Offering), on the terms set forth in the Term Sheet and subject only to the conditions expressly set forth in clause (f) of this Section 4 (the "Backstop Commitment"). The Parties agree that Appendix A, which is intentionally redacted from **Exhibit A**, shall not be disclosed to any Party other than (i) the Company and the Backstop Parties and their respective applicable officers, directors, employees, affiliates, members partners, attorneys, accountants, agents and advisors on a need-to-know and confidential basis and (ii) in any legal, judicial or administrative proceeding (including to the extent required in connection with the Chapter 11 Cases) or as otherwise required by law or regulation or as requested by a governmental authority (in which case the Company and each Backstop Party agree, to the extent permitted by law, to inform each other promptly in advance thereof (other than in connection with any audit or examination by bank accountants or any governmental, regulatory or self-regulatory authority exercising examination or regulatory authority)); *provided* that the form of this Agreement (but not the Backstop Party Allocations) may be disclosed by the Company in connection with seeking entry of the Backstop Order, confirmation of the Acceptable Plan or as otherwise required by the Bankruptcy Court (including as it relates to the Backstop Party Allocations if required by the Bankruptcy Court).

(b) As consideration for the Backstop Commitment, subject to entry of the Backstop Order and the occurrence of the Effective Date, the Company shall pay the Backstop Parties compensation in the form of the Equity Fee Grant, the Work Fee and the Holdback (each as set forth in the Term Sheet), each of which shall be fully earned, non-refundable and non-avoidable upon entry of the Backstop Order, shall be paid on the Effective Date without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim.

(c) In consideration for the Backstop Commitment, the Company agrees that, except as permitted or required by the Bid Procedures Order in connection with a 363 Sale or otherwise pursuant to Section 29 hereof, it shall not, and shall use commercially reasonable efforts to cause its advisors and representatives acting at its direction and on its behalf to not, directly or indirectly, take any action to solicit, initiate, encourage or assist the submission of, or enter into any discussions, negotiations or agreements regarding an Alternative Proposal; *provided* that if the Company receives a bona fide unsolicited Alternative Proposal and the board of directors of Samson ("Board") reasonably determines in its good faith judgment that (i) such Alternative Proposal provides a higher or better economic recovery to the Company's stakeholders in the Chapter 11 Cases than that set forth in this Agreement, (ii) the Board's fiduciary

obligations require it to direct the Company to accept such Alternative Proposal, and (iii) such Alternative Proposal is from a proponent that the Board has reasonably determined is capable of consummating such Alternative Proposal; then the Company may terminate this Agreement as provided in Section 9 of this Agreement; *provided* that (A) the Company has not intentionally breached this Agreement; and (B) so long as Consenting Lenders that hold, own, control, or have entered into binding contracts to purchase more than 51 percent in the aggregate of all outstanding Second Lien Loans have executed this Agreement or Joinder Agreements, the Company gives the Backstop Parties at least five (5) business days' written notice (accompanied by the proposal and any materials supporting such Alternative Proposal, subject to redaction as necessary to protect any confidential information) and negotiates in good faith with and provides the Backstop Parties an opportunity to propose a revised transaction, before the earliest to occur of: (x) the Company exercising any permitted termination right in accordance with this Agreement; (y) the Company entering into such Alternative Proposal; and (z) the Company filing a motion with the Bankruptcy Court seeking approval of such Alternative Proposal; *provided* that, even if Consenting Lenders that hold, own, control, or have entered into binding contracts to purchase more than 51 percent in the aggregate of all outstanding Second Lien Loans have not executed this Agreement or Joinder Agreements, the Company will in any event provide the Backstop Parties a copy of any such Alternative Proposal (subject to redaction as necessary to protect any confidential information); *provided, further*, that in the event the Company enters into an agreement based on an Alternative Proposal with or sponsored by any entity other than the Backstop Parties, the Company shall be obligated to pay to the Backstop Parties a cash fee of $10,000,000 (the "Break Up Fee"), with such Break Up Fee being earned upon the Company's entry into an Alternative Proposal and payable as an allowed administrative expense priority claim. The Break Up Fee shall be paid to and allocated among the Backstop Parties consistent with the allocation of the Equity Fee Grant as described in the Term Sheet. For the avoidance of doubt, under no circumstances shall the Company be required to pay both the Work Fee and the Break Up Fee.

(d) Subject to entry of the Backstop Order, the Company shall promptly pay or reimburse the Backstop Parties for their reasonable and documented costs, fees, and expenses incurred in connection with the consummation of the Restructuring Transaction (collectively, "Expenses"). Subject to entry of the Backstop Order, the Company further agrees to pay to the Backstop Parties all of their Expenses (including, without limitation, fees and disbursements of the respective counsel for each Backstop Party) incurred in connection with the enforcement of any of their rights and remedies hereunder. Once paid, the Expenses shall not be refundable under any circumstances, regardless of whether the Restructuring Transaction is consummated, and shall not be creditable against any other amount payable in connection with the Chapter 11 Cases or otherwise.

(e) Subject to entry of the Backstop Order, the Company agrees to indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, fees and disbursements of counsel), that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or relating to this Agreement, the Definitive Documentation, or the transactions contemplated hereby or thereby, any use

made or proposed to be made with the proceeds of the Backstop Commitment, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and the Company shall reimburse each Indemnified Party upon demand for fees and expenses of counsel (which, so long as there are no conflicts among such Indemnified Parties, shall be limited to one law firm serving as counsel for the Indemnified Parties) and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such claim, damage, loss, liability, or expense is found in a final, non-appealable order of a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, actual fraud, gross negligence, or willful misconduct. No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final, non-appealable order of a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, actual fraud, gross negligence or willful misconduct. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. Without the prior written consent of the Backstop Parties, the Company agrees that it will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this Agreement, the Definitive Documentation, or the transactions contemplated hereby or thereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to the Backstop Parties by the Company or any of its representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons. Notwithstanding the foregoing, the Company's obligations pursuant to this Section 4(e) shall only be binding on the Company upon entry of the Backstop Order. No Indemnified Party shall settle any lawsuit, claim, or other proceeding arising out of this Agreement, the Definitive Documentation, or transactions contemplated hereby or thereby without the prior written consent of the Company.

(f) The Backstop Parties' obligations in respect of the Backstop Commitment shall be subject to only the following conditions: (i) the Company's filing of the Backstop Motion, the Disclosure Statement Motion, the Acceptable Plan and related Disclosure Statement, and the Bid Procedures Motion, by September 16, 2015, (ii) the Company's request that the Bankruptcy Court schedule a hearing on the Backstop Motion, the Disclosure Statement Motion and the Bid Procedures Motion as soon as possible after the Petition Date but no later than October 15, 2015 (iii) the Bankruptcy Court's entry of the Backstop Order, the Disclosure Statement Order, and the Bid Procedures Order by no later than October 15, 2015, or such later date as may be consented to by the Required Backstop Parties, each acting in its sole discretion (such

date, the "Initial Orders Outside Date"); (iv) confirmation by the Bankruptcy Court of either (A) an Acceptable Plan or (B) a joint plan of reorganization for the Company that (x) implements a transaction with the Backstop Parties containing the economic terms for the Backstop Parties on which the Backstop Parties committed and is otherwise consistent with this Agreement and the Term Sheet in all material respects or (y) has been accepted by more than one half in number of the Second Lien Lenders voting on such plan, which accepting Second Lien Lenders collectively hold at least two-thirds in amount of the Second Lien Loans (or, in the case of a 363 Sale, approval of a transaction supported by sufficient holders of Second Lien Loan Claims necessary to direct the Second Lien Agent to act in connection with such 363 Sale); and (v) the occurrence of the Effective Date by December 15, 2015 (provided, however, that such date may be extended by mutual agreement of the Company and the Required Backstop Parties to a date not later than January 15, 2016) (such date, the "Effective Date Outside Date").

5. Agreements of the Backstop Parties and Consenting Lenders.

(a) Support of Restructuring Transaction. Each Backstop Party and each Consenting Lender agrees that, for the duration of the Restructuring Support Period, such Party shall:

(i) use reasonable best efforts and work in good faith to negotiate, definitively document, and consummate the Restructuring Transaction and other transactions contemplated hereby, and support entry of orders of the Bankruptcy Court approving the Restructuring Transaction, including the Backstop Order, Confirmation Order and Disclosure Statement Order or, if applicable, the Bid Procedures Order and an order approving the 363 Sale;

(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 appropriate additional or alternative provisions to address any such impediment;

(iii) support, and take all reasonable actions necessary or reasonably requested by the Company to facilitate the approval by the Bankruptcy Court of the and the implementation of order granting the DIP/Cash Collateral Motion;

(iv) support, and take all reasonable actions necessary or reasonably requested by the Company to facilitate the approval by the Bankruptcy Court and the implementation of order granting the Backstop Motion;

(v) 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 Acceptable Plan or, if applicable, the 363 Sale;

(vi) 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 (including the Term Sheet);

(vii) 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 Company, regardless of any termination of either or both of the Company's 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 Company 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);

(viii) comply with all of its obligations under this Agreement, unless compliance is waived in writing by each of the other Parties;

(ix) support, and take all reasonable actions necessary or reasonably requested by the Company to facilitate the implementation and approval by the Bankruptcy Court of the Rights Offering;

(x) solely with respect to the Backstop Parties, backstop the Rights Offering, as contemplated in the Term Sheet and this Agreement;

(xi) 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 Company other than the Restructuring Transaction 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 Restructuring Transaction (including, but not limited to, the Bankruptcy Court's approval of the Definitive Documentation, the Solicitation, or confirmation of the Acceptable Plan) or, if applicable, the 363 Sale;

(xii) (A) subject to the receipt of the Disclosure Statement, timely vote, or cause to be voted, its Second Lien Loan Claims to accept the Acceptable Plan by delivering its duly executed and completed ballot or ballots, as applicable, accepting the Acceptable 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 Company set forth in Section 18 of this Agreement, such vote

may, upon written notice to the Company 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 Restructuring Support Period;

(xiii) support the releases (including the Release) and exculpation, injunction, and discharge provisions provided for in the Acceptable Plan;

(xiv) without the consent of the Company, 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 Company (through a plan of reorganization or otherwise) other than in connection with the Restructuring Transaction or, if applicable, the 363 Sale;

(xv) 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 Company other than the Restructuring Transaction or, if applicable, the 363 Sale; and

(xvi) negotiate the terms of an Asset Purchase Agreement and Bid Procedures Motion on or before September 16, 2015, in accordance with the terms set forth in the Term Sheet and such other terms as the Required Backstop Parties and the Company agree; and upon the occurrence of a 363 Sale Triggering Event, support, and take all reasonable actions necessary for the implementation or consummation of the 363 Sale, including facilitating entry by the Company into an exit financing facility necessary to consummated the 363 Sale.

(b) Rights of Backstop Parties and Consenting Lenders Unaffected. As long as such actions are (A) not inconsistent with the Backstop Parties' and the Consenting Lenders' obligations hereunder or under the terms of the Term Sheet and (B) not intended or reasonably likely to materially delay or prevent confirmation of the Acceptable Plan or the consummation of the Restructuring Transaction or, if applicable, the 363 Sale, nothing contained herein shall (i) limit the ability of a Backstop Party or Consenting Lender to consult with other Backstop Parties, Consenting Lenders, or the Company, (ii) limit the rights of a Backstop Party or 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 Backstop Party or Consenting Lender to sell or enter into any transactions in connection with its Second Lien Loan Claims; or (iv) limit the rights of a Backstop Party or Consenting Lender under the Second Lien Credit Agreement or constitute a waiver or amendment of any provision of the Second Lien Credit Agreement, subject to the terms of Section 5(a) hereof.

(c) Transfers. Each Consenting Lender agrees that, for the duration of the Restructuring 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 Company prior to such Transfer) by executing the joinder in the form attached hereto as **Exhibit E** (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 Company 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 Restructuring 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 Backstop Party or Consenting Lender (a) acquires additional Second Lien Loans or (b) holds or acquires any other claims against the Company, each such Backstop Party or Consenting Lender agrees that such obligations shall be subject to this Agreement and that, for the duration of the Restructuring Support Period, it shall vote (or cause to be voted) any such additional claims in a manner consistent with Section 5(a) hereof.

6. Agreements of the Sponsors. Each of the Sponsors agree that, so long as this Agreement has not been terminated in accordance with its terms, unless (a) otherwise expressly

permitted or required by this Agreement or the Term Sheet, (b) any of the employees, directors, and officers of the Sponsors, in their capacity as a member, director, or officer of the Company, take any alternative action consistent with the Company's fiduciary duties pursuant to Section 29 herein, or (c) otherwise consented to in writing by the Required Lenders and the Required Backstop Parties, the Sponsors shall do the following:

(a) support, and use reasonable best efforts to take all actions necessary or reasonably requested by the Company to facilitate the Solicitation, confirmation and consummation of the Acceptable Plan and the Restructuring Transaction;

(b) not 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 its right, title, or interests in any of its shares, stock, or other interests in the Company to the extent it will impair any of the Company's tax attributes;

(c) support, and use reasonable best efforts to support the Company in meeting and complying with the Milestones;

(d) not assert any claims or any kind of priority against the Company in the Chapter 11 Cases (provided, that each Sponsor Released Party shall have the right to file a proof of claim in the Chapter 11 Cases in compliance with the bar date to preserve its right to assert its claims if this Agreement terminates in accordance with its terms);

(e) upon the occurrence of a 363 Sale Triggering Event, support and use reasonable best efforts to take all actions necessary or reasonably requested by the Company to facilitate the implementation or consummation of the 363 Sale;

(f) support and consent to the release, discharge, exculpation, and injunction provisions contained in the Acceptable Plan;

(g) except as otherwise contemplated in the exercise of their fiduciary duties pursuant to Section 29 herein, not directly or indirectly (i) consent to, encourage, or participate in any discussions regarding the negotiation or formulation of any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring for any of the Company other than pursuant to the Acceptable Plan; (ii) take any other action that is inconsistent with, or that would delay or obstruct the proposal, Solicitation, confirmation, or consummation of the Acceptable Plan, including engaging in any legal proceeding to object to, or interfere with, acceptance or implementation of the Restructuring Transaction in accordance with the Acceptable Plan; or (iii) otherwise support any plan or sale process proposed by any entity other than the Company following the entry of an order in the Chapter 11 Cases terminating the Company's exclusive right to file a plan of reorganization pursuant to section 1121 of the Bankruptcy Code that is inconsistent with this Agreement and the Term Sheet; and

(h) comply with all of its obligations under this Agreement (including the Term Sheet).

7. Agreements of the Company.

(a) Affirmative Covenants. The Company agrees 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 29) or the Term Sheet, or (y) otherwise consented to in writing by the Required Lenders and/or the Required Backstop Parties, as applicable, and, consistent with the Sponsors Consent Right, the Sponsors, the Company shall, and shall cause each of its direct and indirect subsidiaries to, directly or indirectly, do the following:

(i) file with the Bankruptcy Court on the Petition Date the First Day Pleadings, the DIP/Cash Collateral Motion, the Backstop Motion, the Bid Procedures Motion, the Acceptable Plan and Disclosure Statement, and the Disclosure Statement Motion;

(ii) use reasonable best efforts to obtain approval of the DIP/Cash Collateral Motion on an interim basis by entry of an order of the Bankruptcy Court as soon as reasonably practicable and in no event later than the date that is three (3) business days after the Petition Date;

(iii) use reasonable best efforts to obtain approval on a final basis of the DIP/Cash Collateral Motion by entry of an order of the Bankruptcy Court (which order shall be in form and substance reasonably acceptable to the Required Lenders, the Backstop Parties (or, so long as all Backstop Parties are offered the opportunity to participate on a pro rata basis (in accordance with their respective Backstop Party Allocations) on the same economic terms, the Required Backstop Parties), and, consistent with the Sponsors Consent Right, the Sponsors), as soon as reasonably practicable and in no event later than the date that is sixty (60) days after approval of the DIP/Cash Collateral Motion on an interim basis;

(iv) obtain entry of the Backstop Order, the Disclosure Statement Order and the Bid Procedures Order by the Bankruptcy Court by the Initial Orders Outside Date;

(v) commence Solicitation no later than October 30, 2015.

(vi) obtain entry by the Bankruptcy Court of the Confirmation Order (expressly approving the Release) no later than December 1, 2015, or such later date as the Company and the Required Backstop Parties agree, each acting in its sole discretion;

(vii) negotiate and finalize an agreement to effectuate the Amended RBL Facility by October 15, 2015;

(viii) upon the occurrence of a 363 Sale Triggering Event, support, and take all reasonable actions necessary for the implementation and consummation of the 363 Sale;

(ix) 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;

(x) comply with all of its obligations under this Agreement (including the Term Sheet) unless compliance is waived in writing by the Required Backstop Parties, and, consistent with the Sponsors Consent Right, the Sponsors;

(xi) (A) support and take all reasonable actions necessary or reasonably requested by the Backstop Parties and Consenting Lenders to facilitate the Restructuring Transaction, including the solicitation, confirmation, and consummation of the Acceptable Plan or, if applicable, the 363 Sale, (B) not take any action that is inconsistent with, or that would delay or impede the Restructuring Transaction, including, without limitation, solicitation, confirmation, or consummation of the Acceptable Plan, or, if applicable, the 363 Sale and (C) support the releases (including the Release) and exculpation, injunction, and discharge provisions provided for in the Term Sheet, this Agreement, and the Acceptable Plan or, if applicable, in connection with the 363 Sale;

(xii) maintain their good standing under the laws of the state or other jurisdiction in which they are incorporated or organized;

(xiii) 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;

(xiv) timely file a formal written response in opposition to any motion or objection filed with the Bankruptcy Court by any party objecting to the DIP/Cash Collateral Motion;

(xv) 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;

(xvi) 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); and

(xvii) comply in all respects with the covenants contained in the DIP/Cash Collateral Order.

(b) Negative Covenants. The Company agrees 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 Lenders and/or the Required Backstop Parties, as applicable, and, consistent with the Sponsors Consent Right, the Sponsors, the Company shall not, and shall cause each of its 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 (including the Term Sheet) 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 Acceptable Plan; *provided* that, upon the occurrence of the 363 Sale Triggering Event, the Company shall no longer be obligated to pursue confirmation of the Acceptable 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 (including the Term Sheet) or the Acceptable Plan;

(iii) modify the Acceptable Plan, in whole or in part, in a manner that is not consistent with this Agreement or the Term Sheet and has not been agreed to by the Required Lenders and the Required Backstop Parties and the Sponsors (solely with respect to the Sponsors Consent Right);

(iv) withdraw or revoke the Acceptable Plan or publicly announce its intention not to pursue the Acceptable 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 Acceptable Plan and is not otherwise reasonably satisfactory in all respects to the Required Lenders, the Required Backstop Parties and, consistent with the Sponsors Consent Right, the Sponsors;

(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 DIP/Cash Collateral Order; and

(viii) incur any liens or security interests, except in the ordinary course of business or as permitted under the DIP/Cash Collateral Order.

(c) Automatic Stay. The Consenting Lenders are authorized to take any steps necessary to effectuate the termination of this Agreement notwithstanding section 362 of

the Bankruptcy Code or any other applicable law and no cure period contained in this Agreement shall be extended pursuant to sections 108 or 365 of the Bankruptcy Code or any other applicable law without the prior written consent of the Required Consenting Lenders.

8. 363 Sale Triggering Events

(a) 363 Sale Triggering Event. A "363 Sale Triggering Event" shall occur three (3) business days after the Company delivers written notice to the Required Lenders and Required Backstop Parties that the Requisite Consenting Lenders have failed to execute this Agreement or Joinders Agreements by October 14, 2015; *provided* that in the absence of Requisite Consenting Lenders support by October 14, 2015, the Company may elect to pursue both the Acceptable Plan and 363 Sale alternatives by seeking approval of both the Disclosure Statement Motion and Bidding Procedures Motion.

(b) Implementation of 363 Sale Upon Occurrence of the 363 Sale Triggering Event.

(i) Effect of 363 Sale Triggering Event. Upon the occurrence of the 363 Sale Triggering Event, the Sponsors, Backstop Parties, and Consenting Lenders shall continue to support the Acceptable Plan; *further*, each of the Parties shall support a 363 Sale pursuant to Sections 4(a), 5(a), and 6(a) herein, as applicable.

(ii) Consenting Lenders and Backstop Parties' Obligations After Occurrence of the 363 Sale Triggering Event. Upon the occurrence of the 363 Sale Triggering Event, the Consenting Lenders and Backstop Parties agree that the Company may commence an auction process pursuant to section 363 of the Bankruptcy Code and in compliance with the Milestones set forth in **Exhibit C**, and pursuant to an order that includes the release, injunction, and exculpation provisions contemplated by the Acceptable Plan (a "363 Sale"). The Backstop Parties will act as the stalking horse bidder through the commitments set forth in the Term Sheet. The Company and the Backstop Parties shall negotiate a proposed Asset Purchase Agreement and related bid procedures on or before September 16, 2015 (which terms shall include, at a minimum, the terms set forth in Appendix C to the Term Sheet (including, for the avoidance of doubt, the right of the Second Lien Lenders to credit bid the Second Lien Loan Claims) and economic terms no less favorable to the Backstop Parties than those set forth in the Term Sheet with respect to the Backstop Commitments in respect of the Rights Offering). The Company shall file the Bid Procedures Motion by September 16, 2015. The Company, the Backstop Parties, and any Consenting Lenders shall use reasonable best efforts to cause any order entered by the Bankruptcy Court approving the sale of the Company's assets to the Backstop Parties, to the extent available under applicable law, to include the release, injunction, and exculpation provisions contemplated under the Acceptable Plan, it being understood that the Parties' respective obligations under this Agreement (other than those of the Sponsors) shall not be terminated or waived if the

Bankruptcy Court declines to include the release, injunction, and exculpation provisions in any such order.

(iii) Sponsor's Obligations After Occurrence of the 363 Sale Triggering Event. Upon the occurrence of the 363 Sale Triggering Event, the Sponsors shall use reasonable best efforts to support and facilitate entry by the Bankruptcy Court of an order approving a sale of the Company's assets; *provided* that all of the Sponsors' remaining obligations hereunder shall terminate if the Bankruptcy Court declines to include the Release, injunction, insurance, and exculpation provisions contemplated by the Acceptable Plan in the order approving the 363 Sale.

(iv) Company's Obligations After Occurrence of the 363 Sale Triggering Event. Upon the occurrence of the 363 Sale Triggering Event, the Company agrees that it may commence a 363 Sale. The auction process will be run in accordance with the Bidding Procedures Order. For the avoidance of doubt, the Company may continue to pursue confirmation of an Acceptable Plan even after the commencement of any auction process related to a 363 Sale with the consent of the Required Backstop Parties.

(v) Credit Bid. For the avoidance of doubt, no 363 Sale shall occur unless the Consenting Lenders and the Backstop Parties are permitted to credit bid (or direct the Second Lien Agent to credit bid) the Second Lien Loan Claims in connection with the 363 Sale.

9. Termination of Agreement.

(a) Consenting Lender Termination Events. The Consenting Lenders (including the Backstop Parties) may terminate this Agreement upon five (5) business days written notice (the "Termination Notice") delivered in accordance with Section 26 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 Lenders and the Required Backstop Parties *provided* that, in the event this Agreement is terminated pursuant to section 9(a)(i), 9(a)(v), 9(a)(vi), or 9(a)(vii), the Company shall pay the Break Up Fee to the Backstop Parties::

(i) the breach by the Company of any of its 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 Company of written notice of such breach from the Required Lenders and the Required Backstop Parties; *provided* that the Break Up Fee shall only be payable in the event of an intentional breach of this Agreement by the Company;

(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 Restructuring Transaction (including with respect to the regulatory approvals or tax treatment contemplated by the Restructuring Transaction), which action (if curable) remains uncured for a period of five (5) consecutive business days after the receipt by the Company 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 Restructuring Transaction or, if applicable, the 363 Sale (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 Backstop Parties (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 Company and the Consenting Lenders of written notice of such material inconsistency;

(vi) the Company or any of its 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 Company's (or the applicable filing party's) receiving written notice from the Requisite 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 Restructuring Transaction;

(vii) the Company executes a letter of intent (or similar document) stating its intention to pursue an Alternative Proposal, in which case the Break Up Fee will be earned upon execution of such letter of intent (or similar document) and payable as an allowed administrative expense priority claim;

(viii) other than pursuant to any relief sought by the Company 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 Company

having an aggregate fair market value in excess of $10,000,000 without the written consent of the Required Lenders and the Required Backstop Parties;

(ix) the Company fails to satisfy or comply with any Milestone; *provided, however*, that the failure of the Requisite Consenting Lenders to execute this Agreement or Joinder Agreements by October 14, 2015 shall not constitute a Lender Termination Event;

(x) the Company commences 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; or

(xi) the failure to satisfy any of the conditions to effectiveness set forth in the Acceptable Plan by the deadlines set forth in the Acceptable Plan unless otherwise waived by the Required Lenders and the Required Backstop Parties.

(b) Additional Backstop Parties Termination Events. In addition to the termination rights upon the occurrence of any Lender Termination Event, (i) each Backstop Party shall have the right to terminate this Agreement upon delivery of a Termination Notice in the event that the Backstop Order has not been entered by the Initial Orders Outside Date, and (ii) the Required Backstop Parties shall have the right to terminate this Agreement upon delivery of a Termination Notice in the event that any other condition to the Backstop Commitment set forth in Section 4(f) hereof is not satisfied.

(c) Company Termination Events. The Company may terminate this Agreement as to all Parties upon delivery of a Termination Notice in accordance with Section 26 hereof, upon the occurrence of any of the following events (the "Company Termination Events"):

(i) the breach by any Party other than the Company or its 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 Company's interests in connection with the Restructuring Transaction, which breach remains uncured for a period of five (5) consecutive business days after the receipt by such breaching Party from the Company 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 Restructuring Transaction (including with respect to the regulatory approvals or tax treatment contemplated by the Restructuring Transaction), which action remains uncured for a period of five (5) consecutive business days after the receipt by the Company and the Consenting Lenders of written notice of such event;

(iii) the Board of the Company terminates this Agreement in accordance with Section 29 hereof;

(iv) any Party other than the Company or its 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 Company that such motion or pleading is materially inconsistent with this Agreement;

(v) the Court does not approve relief necessary to comply with any Milestone, including, without limitation, approval of the backstop fees requested in the Backstop Motion; or

(vi) 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 October 14, 2015.

(d) Sponsors Termination Event. The Sponsors may terminate this Agreement only as to the Sponsors' obligations hereunder upon delivery of a Termination Notice in accordance with Section 26 hereof, upon the earliest of (i) the Bankruptcy Court indicating, whether in connection with the approval of the Disclosure Statement, any plan of reorganization, the 363 Sale or otherwise, that it will not approve the Release, (ii) the entry of an order by the Bankruptcy Court denying confirmation of the Acceptable Plan, and (iii) a Release Revocation Event (the "Sponsors Termination Events" and, together with the Company Termination Events and the Lender Termination Events, the "Termination Events").

(e) Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated at any time by mutual written agreement among the Company, the Required Lenders, and the Required Backstop Parties.

(f) Effect of Termination. Upon the termination of this Agreement in accordance with this Section 9, except as provided in Section 20 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 Restructuring Transaction 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 Acceptable Plan (and otherwise in compliance with the terms of the Solicitation), a Consenting Lender may, upon written notice to the Company 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 Restructuring Transactions 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 Acceptable Plan, the Company 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 Company set forth in Section 19. The Consenting Lenders shall have no liability to the Company or to one another on account of any termination of this Agreement in accordance with the terms of this Section 9 that was (if challenged) found by a court of competent jurisdiction to be validly exercised.

10. 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 Company or otherwise in connection with their relationship with the Company, and (b) all matters concerning the pursuit and support of, as well as the implementation of, the Restructuring Transaction (including confirmation of the Acceptable Plan) or, if applicable, the 363 Sale 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 Company in favor of the Acceptable 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 Acceptable Plan or a solicitation to tender or exchange of any of the Second Lien Loans. Each of the Parties hereto agrees that the commitment of the Backstop Parties to provide the New Money Investment is a binding and enforceable agreement (including an obligation to negotiate in good faith as set forth herein); it being acknowledged and agreed that the purchase or funding, as applicable, of the New Money Investment is subject to the applicable conditions as specified herein. Each of the Parties hereto agrees that this Agreement is binding on the Company and that it is the Company's intention to assume this Agreement on the Effective Date pursuant to the Acceptable Plan.

11. 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 Term Sheet and the Acceptable Plan in accordance with the terms of this Agreement, (ii) do all things reasonably necessary and appropriate in furtherance of consummating the Restructuring Transaction (or, if applicable, the 363 Sale) in accordance with, and within the time frames contemplated by, this Agreement and the Term Sheet and (iii) act in good faith and use commercially reasonable efforts to consummate the Restructuring Transaction (or, if applicable, the 363 Sale) as contemplated by this Agreement and the Term Sheet.

12. 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 or Backstop Party becomes a party hereto):

(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 and the Term Sheet and perform its obligations contemplated under this Agreement and the Term Sheet, and the execution and delivery of this Agreement and the performance of such Party's obligations under this Agreement and the Term Sheet 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 Acceptable 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 Company 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 Company 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.

13. Release.

(a) On the Agreement Effective Date, subject in all respects solely to Section 14 herein, (x) each Consenting Lender and each Backstop Party, on behalf of itself and its predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, 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 (collectively, the "Consenting Lender and Backstop Releasing Parties"), expressly, unconditionally, generally and individually and collectively releases, acquits and discharges (i) each Sponsor; (ii) each Sponsor's respective predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and each of such entities' respective 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 of each Sponsor; (iii) the current and former Sponsor-appointed directors of the Company and its subsidiaries ((i) through (iii), collectively, the "Sponsor Released Parties"); and (iv) the current officers and directors of the Company and its subsidiaries ((i) through (iv), collectively, the "Released Parties") and (y) each Sponsor (in any and all capacities relating to the Company), on behalf of itself and its predecessors, successors and assigns, subsidiaries, affiliates (except the Company), managed accounts or funds, 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 (collectively, the "Sponsor Releasing Parties"), expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the other Sponsors, the other applicable Released Parties, and the Consenting Lenders and Backstop Releasing 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 Company, any claims asserted or assertable on behalf of any holder of any claim against or interest in the Company 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 Sponsor Releasing Parties and Consenting Lender and Backstop Releasing Parties (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 Company (including without limitation, the purchase, sale, rescission, or any other transaction relating to any security of the Company, or any other transaction or other arrangement with the Company whether before or during the Restructuring Transaction) the negotiation, formulation or preparation of the Restructuring Transaction, the Acceptable Plan, the Plan Supplement, the Disclosure Statement or any related agreements, 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, however*, that nothing in the foregoing shall result in any of the Company's officers and directors waiving any indemnification claims against the Company or any of its insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Company.

(b) On the Agreement Effective Date, subject in all respects solely to Section 14 herein, the Company, 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 (collectively, the "Company Releasing Parties", and together with Consenting Lender, Backstop Releasing Parties, and the Sponsor Releasing Parties, the "Releasing Parties"), expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the 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 Company, any claims asserted or assertable on behalf of any holder of any claim against or interest in the Company 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 Company 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 Company, the Company's restructuring, the purchase, sale or rescission of the purchase or sale of any security of the Company, the subject matter of, or the transactions or events giving rise to, any claim or interest that is affected by or classified in the Acceptable Plan, the business or contractual arrangements between the Company and the Consenting Lenders or the Sponsors, the restructuring of claims and interests before or during the Restructuring Transaction, the negotiation, formulation or preparation of the Acceptable Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents and any other act or omission, transaction, agreement, event or other occurrence relating to the Company taking place or any actions in any way related to Company or the Restructuring Transaction arising on or before the execution of this Agreement, 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, however*, that nothing in the foregoing shall result in any of the Company's officers and directors waiving any indemnification claims against the Company or any of its insurance carriers or any rights as beneficiaries of any

insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Company.

(c) Each of the Releasing Parties knowingly grants the Release notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party expressly waives any and all rights that such Releasing Party may have under any statute or common law principle which would limit the effect of the Release to those claims actually known or suspected to exist as of before the Agreement Effective Date.

(d) In the event that any third party, trustee, debtor in possession, creditor, estate, creditors' committee, or similar entity is successful in pursuing any claim, cause of action, or litigation against any Releasing Party with respect to any claims released pursuant to the Release, each Releasing Party agrees that it shall not recover any funds received, awarded, or arising from settlement, judgment or other resolution of such actual or threatened claim, cause of action or litigation, and shall assign any such recoveries to, and hold them in trust for, such Releasing Party.

(e) In connection with their agreement to the foregoing Release, the Releasing Parties knowingly and voluntarily waive and relinquish any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

(f) Each of the Releasing Parties hereby represents and warrants that it has access to adequate information regarding the terms of this Agreement, the scope and effect of the Release, and all other matters encompassed by this Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement. Each of the Releasing Parties further represents and warrants that it has not relied upon any other Party in deciding to enter into this Agreement and has instead made its own independent analysis and decision to enter into this Agreement.

14. Revocation of Release.

(a) Revocation Notice. At any time prior to the Effective Date of the Acceptable Plan or dismissal or conversion of the Chapter 11 Cases, the Release provided in Section 13(a) shall be deemed revoked if any Party receives a notice from any other Party (each, a "Release Revocation Notice") of the occurrence of a "Release Revocation

Event" (as defined herein) and the recipient(s) of the Release Revocation Notice fails to cure such Release Revocation Event within five (5) business days of receipt of such Release Revocation Notice (the "Revocation Cure Period") or such Release Revocation Notice is not otherwise rescinded; *provided* that in the event the recipient(s) of a Release Revocation Notice disputes either the occurrence of a Release Revocation Event or the failure of the recipient(s) to cure the Release Revocation Event within the Revocation Cure Period, such recipient(s) shall have ten (10) days from the expiration of the Revocation Cure Period to seek a determination by the Bankruptcy Court as to whether a Release Revocation Event occurred and was not cured within the Revocation Cure Period.

(b) Release Revocation Event. For the purposes of this Agreement, a "Release Revocation Event" means any of the following:

(i) any Releasing Party breaches any representation, warranty, covenant, or other provision of this Agreement or the Term Sheet *provided* that, for the avoidance of doubt, in such eventuality, the Release will be terminated solely with respect to the breaching Releasing Party;

(ii) any Sponsor seeks additional consideration on account of its equity interests other than the Releases;

(iii) the Chapter 11 Cases shall have been converted to cases under chapter 7 of the Bankruptcy Code, or the Chapter 11 Case of Samson shall have been dismissed by a Final Order; and

(iv) the Bankruptcy Court confirms any plan of reorganization for the Company that is not either (A) an Acceptable Plan, or (B) a plan or sale transaction that (x) implements a transaction with the Backstop Parties containing the economic terms for the Backstop Parties on which the Backstop Parties committed and is otherwise consistent with the Term Sheet in material respects, or (y) in the case of a plan, has been accepted by more than one half in number of the Second Lien Lenders voting on such plan, which accepting Second Lien Lenders collectively hold at least two thirds in amount of the Second Lien Loans held by the Second Lien Lenders voting on such plan (or, in the case of a sale, sufficient Second Lien Loan Claims necessary to direct the Second Lien Agent to act in connection with such sale).

(c) Effect of Revocation of Release. Revocation of the Release in Section 13(a) before the Effective Date of the Acceptable Plan, or dismissal or conversion of the Chapter 11 Cases shall result in a full and complete restoration of any and all claims, liabilities, and/or causes of action released pursuant to Section 13(a) of this Agreement, and such Release shall be void *ab initio*; nothing herein shall thereafter impair or otherwise waive the rights of any Releasing Party to assert such claims, liabilities, and/or causes of action. For the avoidance of doubt, the occurrence of a Release Revocation Event shall not in any way impair the Release of the Sponsor

Released Parties set forth in Section 13(b), which shall remain in effect so long as the Sponsors continue to comply with their obligations pursuant to Section 6 hereof.

(d) For the avoidance of doubt, the occurrence of any Termination Event set forth in Section 9 hereof shall not in any way impair the Release set forth in Section 13(a) and (b) unless such Termination Event also constitutes a Release Revocation Event pursuant to Section 14(b) hereof, in which case this Section 14 shall control.

15. 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 Company, the Required Lenders, the Required Backstop Parties, and, subject to the Sponsors Consent Right, the Sponsors; *provided* that any waiver, modification, amendment or supplement to this Section 15 shall require the written consent of all of the Parties; *provided*, *further*, that any modification, amendment or change to the definition of Required Backstop Parties, Required Lenders or Requisite Consenting Lenders shall require the written consent of each Backstop Party and/or Consenting Lender included in such definition and the Sponsors (subject to the Sponsors Consent Right); and *provided*, *further*, that any waiver, change, modification or amendment to this Agreement or the Term Sheet that disproportionately adversely affects the economic recoveries or treatment of any Backstop Party and/or Consenting Lender compared to the recoveries set forth in this Agreement and/or the Term Sheet, may not be made without the written consent of each such disproportionately adversely affected Backstop Party and/or Consenting Lender. For the avoidance of doubt, any waiver, modification, amendment or supplement that would have the effect of (a) increasing any Backstop Party's aggregate commitments in respect of the Backstop Commitment, (b) reallocating any Backstop Party's Backstop Allocations as between such party's Debt Backstop Allocation and Equity Backstop Party Allocation, or (c) extending any Backstop Party's obligations in respect of the Backstop Commitment later than January 15, 2016, in each case, shall require the consent of such Backstop Party. The terms of the New Debt set forth in the Term Sheet cannot be modified without the consent of each Backstop Party.

16. Fees and Expenses of the Agent. The Company agrees to pay all reasonable and documented out-of-pocket fees and expenses of the Second Lien Agent (including the reasonable fees and expenses of its counsel and the financial advisor to the agent's counsel) incurred in connection with this Agreement, the Term Sheet, the Acceptable Plan, and the Restructuring Transaction contemplated thereby.

17. Effectiveness. This Agreement shall become effective and binding when counterpart signature pages to this Agreement have been executed and delivered by each Party. Upon the Restructuring Support Effective Date, the Term Sheet shall be deemed effective for purposes of this Agreement and thereafter the terms and conditions therein may only be amended, modified, or otherwise supplemented as set forth in Section 15 above.

18. 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 COMPANY IS 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.

19. **Specific Performance/Remedies.** Subject to Section 29 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.

20. **Survival.** Notwithstanding the termination of this Agreement pursuant to Section 9 hereof, the agreements and obligations of the Parties in Sections 4(d), 4(e), 9(d), 13, 14, 15, 16, 18, 19, 22, 23, 24, 27, and 28 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.

21. 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.

22. 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 22 shall be deemed to be Transfers of the Second Lien Loans or Second Lien Loan Claims other than in accordance with Section 5(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 Restructuring Transaction contemplated hereby are consummated as originally contemplated to the greatest extent possible.

23. 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.

24. 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 Company and each Consenting Lender or Backstop Party shall continue in full force and effect.

25. 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 25.

26. 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 Company, 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.
Brad Weiland

(2) If to the Sponsors:

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, NY 10005
Phone: (212) 530-5000
Fax: (212) 530-5219
Attention: Dennis Dunne
Samuel A. Khalil
Albert A. Pisa

(2) If to a Consenting Lender, or a transferee thereof, or a Backstop Party, to the addresses or facsimile numbers set forth below following the Consenting Lender's or Backstop Party'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: Margot B. Schonholtz
Ana Alfonso

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.

27. 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 Company or any of its 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 and the Term Sheet 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.

28. **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 Company without the consent of the Company 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.

29. **Fiduciary Duties.** Nothing in this Agreement shall prevent the Company (on behalf of itself and its subsidiaries), including any of the Sponsors' employees, directors, and officers, each in their capacity as the Company's director or officer, from taking or refraining from taking any action (including, without limitation, terminating this Agreement under Section 9(b)(iii)) 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 Company shall give prompt written notice of any determination made in accordance with this Section 29.

30. 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 and the Restructuring Transaction contemplated herein. 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.

31. 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]

[Restructuring Support Agreement Signature Pages]

Samson Resources Corporation

By: Randy L. Limbacher

Name: Randy L. Limbacher
Title: President and Chief Executive Officer

[Restructuring Support Agreement Signature Pages]

Samson Investment Company

By: Randy L. Limbacher

Name: Randy L. Limbacher
Title: President and Chief Executive Officer

[Restructuring Support Agreement Signature Pages]

Samson Contour Energy E&P, LLC

By: _____
Name: Philip W. Cook
Title: Executive Vice President and
Chief Financial Officer

[Restructuring Support Agreement Signature Pages]

Samson Holdings, Inc.

By: _____

Name: Philip W. Cook
Title: Executive Vice President and
Chief Financial Officer

[Restructuring Support Agreement Signature Pages]

Samson-International, Ltd.

By: _____
Name: Philip W. Cook
Title: Executive Vice President and
Chief Financial Officer

[Restructuring Support Agreement Signature Pages]

Samson Lone Star, LLC

By: _____
Name: Philip W. Cook
Title: Executive Vice President and
Chief Financial Officer

[Restructuring Support Agreement Signature Pages]

Samson Resources Company

By: _____
Name: Philip W. Cook
Title: Executive Vice President and
Chief Financial Officer

[Restructuring Support Agreement Signature Pages]

SGH Enterprises, Inc.

By: _____

Name: Philip W. Cook
Title: Executive Vice President and
Chief Financial Officer

[Restructuring Support Agreement Signature Pages]

Geodyne Resources, Inc.

By: _____

Name: Philip W. Cook
Title: Executive Vice President and
Chief Financial Officer

[Restructuring Support Agreement Signature Pages]

Samson Contour Energy Co.

By: _____
Name: Philip W. Cook
Title: Executive Vice President and
Chief Financial Officer

[Restructuring Support Agreement Signature Pages]

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
SGH Enterprises, Inc.

By: _____
Name:
Title:

SAMSON AGGREGATOR L.P.

By: Samson Aggregator GP LLC

Its: General Partner

By: _____
Name:
Title:

SAMSON AGGREGATOR GP LLC

By: _____
Name:
Title:

[Restructuring Support Agreement Signature Pages]

KOHLBERG KRAVIS ROBERTS & CO. L.P.

By: _____

Name: David Sorkin
Title: Secretary

[Restructuring Support Agreement Signature Pages]

KKR 2006 FUND, L.P.
BY: KKR ASSOCIATES 2006 L.P., ITS GENERAL PARTNER
BY: KKR 2006 LIMITED, ITS GENERAL PARTNER

By: _____

Name: David J. Sorkin
Title: Director

[Restructuring Support Agreement Signature Pages]

KKR SAMSON INVESTORS L.P.
BY: KKR SAMSON INVESTORS GP LLC, ITS GENERAL PARTNER

By: _____

Name: David Sorkin
Title: Secretary

[Restructuring Support Agreement Signature Pages]

KKR SAMSON INVESTORS GP LLC

By: _____

Name: David Sorkin
Title: Secretary

[Restructuring Support Agreement Signature Pages]

KKR 2006 FUND (SAMSON) L.P.
BY: KKR ASSOCIATES 2006 L.P., ITS GENERAL PARTNER
BY: KKR 2006 LIMITED, ITS GENERAL PARTNER

By: _____

Name: David Sorkin
Title: Director

[Restructuring Support Agreement Signature Pages]

KKR SAMSON SA BLOCKER L.P.
BY: KKR ASSOCIATES SA CO-INVEST L.P., ITS GENERAL PARTNER
BY: KKR SA CO-INVEST GP LIMITED, ITS GENERAL PARTNER

By: _____

Name: David Sorkin
Title: Director

[Restructuring Support Agreement Signature Pages]

KKR FUND HOLDINGS L.P.
BY: KKR FUND HOLDINGS GP LIMITED

By: _____

Name: David Sorkin
Title: Director

[Restructuring Support Agreement Signature Pages]

KKR FUND HOLDINGS L.P.
BY: KKR FUND HOLDINGS GP LIMITED, ITS GENERAL PARTNER

By: _____

Name: David Sorkin
Title: Director

[Restructuring Support Agreement Signature Pages]

SAMSON CO-INVEST I L.P.
BY: SAMSON CO-INVEST GP LLC, ITS GENERAL PARTNER

By: _____

Name: David Sorkin
Title: Vice President

[Restructuring Support Agreement Signature Pages]

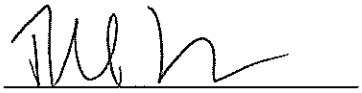
SAMSON CO-INVEST II L.P.
BY: SAMSON CO-INVEST GP LLC, ITS GENERAL PARTNER

By: _____

Name: David Sorkin
Title: Vice President

[Restructuring Support Agreement Signature Pages]

SAMSON CO-INVEST III L.P.
BY: SAMSON CO-INVEST GP LLC, ITS GENERAL PARTNER

By: 

Name: David Sorkin
Title: Vice President

[Restructuring Support Agreement Signature Pages]

KKR PARTNERS III, L.P.
BY: KKR III GP LLC, ITS GENERAL PARTNER

By: _____

Name: William J. Janetschek
Title: Authorized signatory

[Restructuring Support Agreement Signature Pages]

OPERF CO-INVESTMENT LLC
BY: KKR ASSOCIATES 2006 L.P., ITS GENERAL PARTNER
BY: KKR 2006 LIMITED, ITS GENERAL PARTNER

By: _____

Name: David Sorkin
Title: Director

[Restructuring Support Agreement Signature Pages]

CRESTVIEW ADVISORS, L.L.C.

By: _____
Name: Evelyn C. Pellicone
Title: Chief Financial Officer

CRESTVIEW, L.L.C.

By: _____
Name: Evelyn C. Pellicone
Title: Chief Financial Officer

CRESTVIEW PARTNERS (CAYMAN), LTD.

By: _____
Name: Evelyn C. Pellicone
Title: Chief Financial Officer

CRESTVIEW PARTNERS II GP, L.P.

By: Crestview, L.L.C., its general partner

By: _____
Name: Evelyn C. Pellicone
Title: Chief Financial Officer

CRESTVIEW TULIP HOLDINGS LLC

By: _____
Name: Evelyn C. Pellicone
Title: Chief Financial Officer

CRESTVIEW TULIP INVESTORS LLC

By: _____
Name: Evelyn C. Pellicone
Title: Chief Financial Officer

[Restructuring Support Agreement Signature Pages]

CRESTVIEW TULIP CREDIT, LLC

By: _____

Name: Evelyn C. Pellicone
Title: Chief Financial Officer

CRESTVIEW PARTNERS II, L.P.
CRESTVIEW PARTNERS II (TE), L.P.
CRESTVIEW PARTNERS II (FF), L.P.
CRESTVIEW PARTNERS II (CAYMAN), L.P.
CRESTVIEW PARTNERS II (FF CAYMAN), L.P.
CRESTVIEW PARTNERS II (892 CAYMAN), L.P.
CRESTVIEW PARTNERS II CWGS (CAYMAN), L.P.
CRESTVIEW PARTNERS II CWGS (FF CAYMAN), L.P.
CRESTVIEW OFFSHORE HOLDINGS II (CAYMAN), L.P.
CRESTVIEW OFFSHORE HOLDINGS II (FF CAYMAN), L.P.
CRESTVIEW OFFSHORE HOLDINGS II (892 CAYMAN), L.P.

By: Crestview Partners II GP, L.P., the general partner of each of the foregoing

By: Crestview, L.L.C., its general partner

By: _____

Name: Evelyn C. Pellicone
Title: Chief Financial Officer

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

ANSCHUTZ INVESTMENT COMPANY

By: _____

Name: Scott T. Carpenter

Title: President

Notice Address:

555 17th Street
Suite 2400
Denver, CO 80202
Fax: 303-299-1333
Attention: Scott T. Carpenter

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDERS:

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

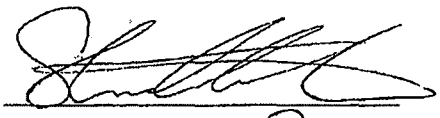
TITLE: Senior Managing Director

Notice Address:
875 Third Avenue
New York, NY 10022
Attn: Sheila Peluso, Esq.

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

COLUMBIA MANAGEMENT INVESTMENT ADVISERS, LLC

By: 

Name: STEVEN COLUMBARO

Title: VICE PRESIDENT

Notice Address:

100 North Sepulveda Blvd.
Suite 650
El Segundo, CA 90245
Fax: 310-615-1048
Attention: Steven Columbaro

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Credit Suisse Loan Funding LLC

By: _____

Name: Robert Healey

Title: Authorized Signatory

Notice Address:

11 Madison Avenue
New York, NY 10010

Fax:
Attention: Jonathan Satran

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

AGF Floating Rate Income Fund
By: Eaton Vance Management
as Investment Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA 02110
Fax: 617 672 8074
Attention: Steve Leveille

[Signature Page to Restructuring Support Agreement]

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance CDO VII PLC
By: Eaton Vance Management as Investment Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
4th Floor
Boston MA 02110
Fax: 617-672-8074
Attention: Steve Leveille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance CDO VIII, Ltd.
By: Eaton Vance Management as Investment Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA 02110
Fax: 617 672 8074
Attention: Steve Leveille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance CDO X PLC
By: Eaton Vance Management as Investment Adviso

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA 02110
Fax: 617-672-8074
Attention: Steve Leveille

[Signature Page to Restructuring Support Agreement]

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance CLO 2014-1 Ltd.
By: Eaton Vance Management
Portfolio Manager

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA 02110
Fax: 617-672-8074
Attention: Steve Leveille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance Senior Floating-Rate Trust
By: Eaton Vance Management
as Investment Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA 02110
Fax: 617-672-8074
Attention: Steve Leveille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance Floating-Rate Income Trust
By: Eaton Vance Management
as Investment Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA 02110
Fax: 617-672-8074
Attention: Steve LeVeille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance International (Cayman Islands)
Floating-Rate Income Portfolio
By: Eaton Vance Management
as Investment Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA 02110
Fax: 617-672-8074
Attention: Steve Leveille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance Senior Income Trust
By: Eaton Vance Management
as Investment Advisor

By: Craig P Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA 02110
Fax: 617-672-8074
Attention: Steve Leveille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance Short Duration Diversified Income Fund
By: Eaton Vance Management
as Investment Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA 02110
Fax: 617-672-8074
Attention: Steve Leveille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance Institutional Senior Loan Fund
By: Eaton Vance Management
as Investment Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA 02110
Fax: 617-672-8074
Attention: Steve Leveille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance Limited Duration Income Fund
By: Eaton Vance Management
as Investment Advisor

By: Craig P Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
6th Floor
Boston MA 02110
Fax: 617-672-8074
Attention: Steve Leveille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER: **Eaton Vance Floating Rate Portfolio**
By: Boston Management and Research
as Investment Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA
Fax: 617-672-8074
Attention: Steve Leveille

[Signature Page to Restructuring Support Agreement]

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

MET Investors Series Trust-
Met/Eaton Vance Floating Rate Portfolio
By: Eaton Vance Management
as Investment Sub-Advisor

By: _____

Name: Craig P Russ

Title: Vice President

Notice Address:

Two Int'l Place
9th Floor
Boston MA
Fax: 617-672-8074
Attention: Steve Levitle

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Pacific Select Fund-
Floating Rate Loan Portfolio
By: Eaton Vance Management
as Investment Sub-Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA
Fax: 617-672-8074
Attention: Steve Leveille

[Signature Page to Restructuring Support Agreement]

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Pacific Life Funds-
PL Floating Rate Loan Fund
By: Eaton Vance Management
as Investment Sub-Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Steven Leveille
Assistant Vice President

Notice Address:

Two International Place
9th Floor
Boston MA
Fax: 617-672-8074
Attention: Steve Leveille

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Senior Debt Portfolio
By: Boston Management and Research
as Investment Advisor

By: _____

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
9th Floor
Boston MA
Fax: 617-672-8074
Attention: Steve Lemeille

[Signature Page to Restructuring Support Agreement]

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

Eaton Vance VT Floating-Rate Income Fund
By: Eaton Vance Management
as Investment Advisor

By: Craig P. Russ

Name: Craig P Russ

Title: Vice President

Notice Address:

Two International Place
23rd Floor
Boston MA
Fax: 617 672 8071
Attention: Steve Leveille

[Signature Page to Restructuring Support Agreement]

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

INVESCO SENIOR SECURED MANAGEMENT, INC., on behalf of funds and accounts it manages

By: _____

Name: _____

Title: _____

Notice Address:

_____

_____

_____

Fax: _____

Attention: _____

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

NYL INVESTORS LLC, on behalf of accounts it manages

By: 

Name: Robert Dial

Title: Managing Director

Notice Address:

NYL INVESTORS LLC
51 Madison Avenue – Room 1016
New York, New York 10010
Fax: 212-576-8079
Attention: Maureen Cronin, Esq.

The undersigned agrees to this Restructuring Support Agreement as a Backstop Party and Consenting Lender.

BACKSTOP PARTY AND CONSENTING LENDER:

SPCP GROUP, LLC

By: _____

Name: Steven Weiser

Title: Authorized Signatory

Notice Address:

Silver Point Capital L.P.
2 Greenwich Plaza, 1st Floor
Greenwich, CT 06830
Fax: 203-273-4533
Attention: Credit Admin

Effective as of September 14, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

Palmer Square Absolute Return Fund

By: Neal Braswell

Name: Neal Braswell

Title: VP of Operations

Notice Address:

19726967549@tls.ldsprod.com

Fax:

Attention:

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of September 14, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

Palmer Square Long/Short Credit Fund

By: Neal Braswell

Name: Neal Braswell

Title: VP of Operations

Notice Address:

14696152874@tls.ldsprod.com

Fax:

Attention:

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of September 11, **2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.**

CONSENTING LENDER:

AVENUE ENERGY OPPORTUNITIES FUND, L.P.

By: Avenue Energy Opportunities Partners, LLC,
its General Partner

By: GL Energy Opportunities Partners, LLC,
its Managing Member

By: _____

Name: Sonia E. Gardner

Title: Member

Notice Address:

Avenue Capital Management
399 Park Avenue, 6th Fl
New York, NY 11021
Fax: (212) 850-7506
Attention: Jason Hammerman

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of September 11, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

AVENUE SPECIAL OPPORTUNITIES FUND II, L.P.

By: AVENUE SO CAPITAL PARTNERS II, LLC
its General Partner

By: GL SO PARTNERS II, LLC,
its managing member

By: _____

Name: Sonia E. Gardner

Title: Member

Notice Address:

Avenue Capital Management
399 Park Avenue, 6th Fl
New York, NY 11021
Fax: (212) 850-7506
Attention: Jason Hammerman

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of September 11, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

AVENUE MUTUAL FUNDS TRUST, ON BEHALF OF ITS SERIES AVENUE CREDIT STRATEGIES FUND

By: _____

Name: Sonia E. Gardner

Title: President and Chief Executive Officer

Notice Address:

Avenue Capital Management
399 Park Avenue, 6th Fl
New York, NY 11021
Fax: (212) 850-7506
Attention: Jeff Gary

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of August 19, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

Cent CDO 12 Limited
BY: Columbia Management Investment Advisers, LLC
As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

_____
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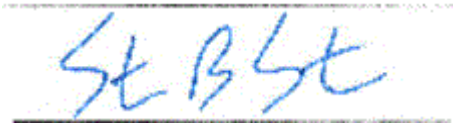
Fax: _____
Attention: _____

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of August 19, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

Cent CDO 14 Limited
BY: Columbia Management Investment Advisers, LLC
As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

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Fax: _____
Attention: _____

[2] Capitalized terms are defined in the Restructuring Support Agreement.

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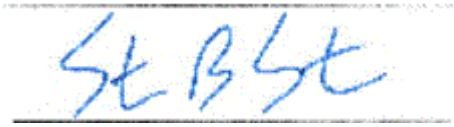
CONSENTING LENDER:

Cent CDO 15 Limited
BY: Columbia Management Investment Advisers, LLC
As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

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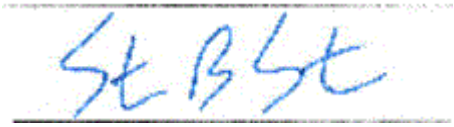
Fax: _____
Attention: _____

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of August 19, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

Cent CDO XI Limited
BY: Columbia Management Investment Advisers, LLC
As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

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Fax: _____
Attention: _____

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of August 19, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

Cent CLO 16, L.P.
BY: Columbia Management Investment Advisers, LLC
As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

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_____
Fax: _____
Attention: _____

[2] Capitalized terms are defined in the Restructuring Support Agreement.

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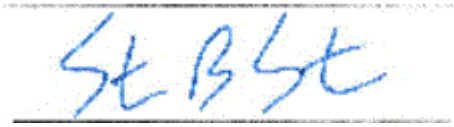
CONSENTING LENDER:

Cent CLO 17 Limited
BY: Columbia Management Investment Advisers, LLC
As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

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Fax: _____
Attention: _____

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CONSENTING LENDER:

Cent CLO 18 Limited
BY: Columbia Management Investment Advisers, LLC As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

_____
_____
_____
Fax: _____
Attention: _____

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CONSENTING LENDER:

Cent CLO 19 Limited
By: Columbia Management Investment Advisers, LLC
As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

_____
_____
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Fax: _____
Attention: _____

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CONSENTING LENDER:

Cent CLO 20 Limited
By: Columbia Management Investment Advisers, LLC As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

_____
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_____
Fax: _____
Attention: _____

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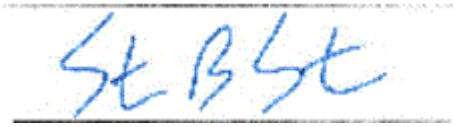
CONSENTING LENDER:

Cent CLO 21 Limited
By: Columbia Management Investment Advisers, LLC
As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

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Fax: _____
Attention: _____

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CONSENTING LENDER:

Cent CLO 22 Limited
By: Columbia Management Investment Advisers, LLC
As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

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Fax: _____
Attention: _____

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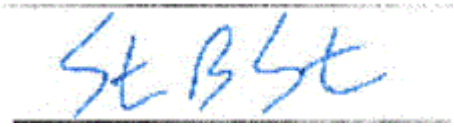
CONSENTING LENDER:

Centurion CDO 9 Limited
BY: Columbia Management Investment Advisers, LLC
As Collateral Manager

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

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Fax: _____
Attention: _____

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CONSENTING LENDER:

Columbia Floating Rate Fund, a series of Columbia Funds Series Trust II

By: 
Name: Steven B. Staver
Title: Assistant Vice President

By:
Name:
Title:

Notice Address:

_____
_____
_____
Fax: _____
Attention: _____

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CONSENTING LENDER:

Columbia Strategic Income Fund, a series of Columbia Funds Series Trust I

By: 
Name: Steven B. Staver
Title: Authorized Signatory

By:
Name:
Title:

Notice Address:

_____
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_____
Fax: _____
Attention: _____

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CONSENTING LENDER:

Columbia Variable Portfolio - Strategic Income Fund, a series of Columbia Funds Variable Insurance Trust

By: 
Name: Steven B. Staver
Title: Authorized Signatory

By:
Name:
Title:

Notice Address:

_____
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Fax: _____
Attention: _____

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of August 20, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

The Hartford Floating Rate Fund
By: Wellington Management Company, LLP as its Investment Adviser

By:
Name: Jessica Gravel
Title: Analyst

By:
Name:
Title:

Notice Address:
280 Congress St, Boston MA. 02210
Fax:

Attention:

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CONSENTING LENDER:

Mountain View CLO 2013-1 Ltd.
By: Seix Investment Advisors LLC, as Collateral Manager

By: _____
Name: George Goudelias
Title: Managing Director

Notice Address:

One Maynard Drive
Park Ridge, NJ 07656

Fax:
Attention:

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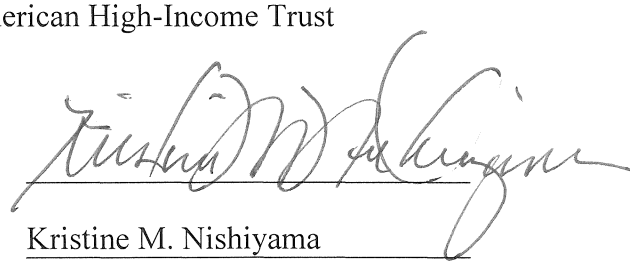
Effective as of August 19, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

AMERICAN HIGH-INCOME TRUST

By: Capital Research and Management Company, for and on behalf of
American High-Income Trust

By: 

Name: Kristine M. Nishiyama

Title: Authorized Signatory

Notice Address:

333 South Hope St., 55th Floor
Los Angeles, CA 90071

Fax: (213) 615-0430
Attention: Angela Crehan

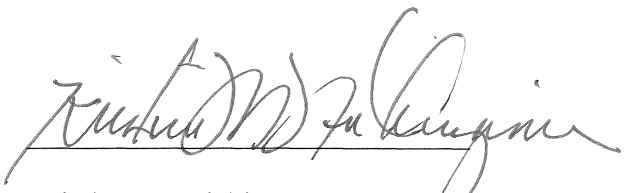
[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of August 19, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

CAPITAL INCOME BUILDER

By: Capital Research and Management Company, for and on behalf of
Capital Income Builder

By: 

Name: Kristine M. Nishiyama

Title: Authorized Signatory

Notice Address:

333 South Hope St., 55th Floor
Los Angeles, CA 90071

Fax: (213) 615-0430
Attention: Angela Crehan

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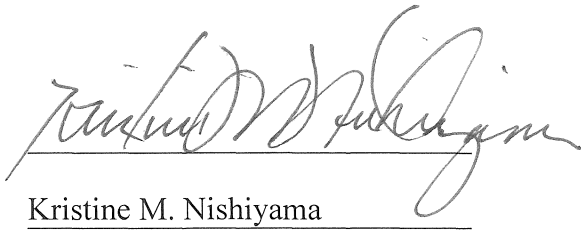
CONSENTING LENDER:

THE INCOME FUND OF AMERICA

By: Capital Research and Management Company, for and on behalf of
The Income Fund of America

By: 

Name: Kristine M. Nishiyama

Title: Authorized Signatory

Notice Address:

333 South Hope St., 55th Floor
Los Angeles, CA 90071
Fax:
Attention: (213) 615-0430

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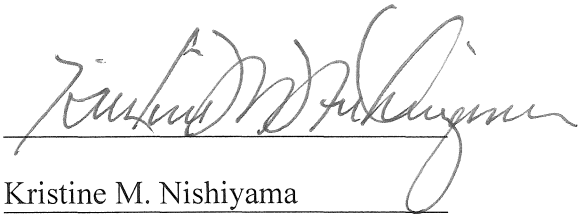
CONSENTING LENDER:

AMERICAN FUNDS INSURANCE SERIES – BOND FUND

By: Capital Research and Management Company, for and on behalf of
American Funds Insurance Series – Bond Fund

By: 

Name: Kristine M. Nishiyama

Title: Authorized Signatory

Notice Address:

333 South Hope St., 55th Floor
Los Angeles, CA 90071

Fax: (213) 615-0430
Attention: Angela Crehan

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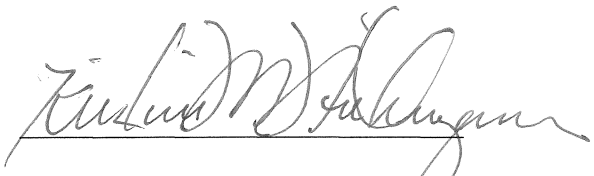
CONSENTING LENDER:

AMERICAN FUNDS INSURANCE SERIES – HIGH-INCOME BOND FUND

By: Capital Research and Management Company, for and on behalf of
American Funds Insurance Series – High-Income Bond Fund

By: 

Name: Kristine M. Nishiyama

Title: Authorized Signatory

Notice Address:

333 South Hope St., 55th Floor
Los Angeles, CA 90071

Fax: (213) 615-0430
Attention: Angela Crehan

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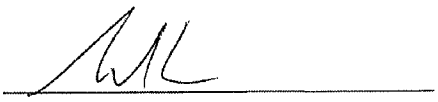
Effective as of August 31, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

Candlewood Special Situations Master Fund, Ltd

By: 

Name: Michael Lau

Title: Authorized Signatory

Notice Address:

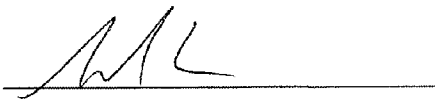
555 Theodore Fremd Ave
Suite C-303
Rye, NY 10580
Fax: 212-493-4492
Attention: Michael Lau

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of August 31, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

CWD OC 522 Master Fund Ltd.

By: 

Name: Michael Lau

Title: Authorized Signatory

Notice Address:

555 Theodore Fremd Ave
Suite C-303
Rye, NY 10580
Fax: 212-493-4492
Attention: Michael Lau

[2] Capitalized terms are defined in the Restructuring Support Agreement.

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CONSENTING LENDER:

Flagler Master Fund SPC Ltd., acting for and on behalf of the Class A Segregated Portfolio

By: _____

Name: Michael Lau

Title: Authorized Signatory

Notice Address:

555 Theodore Fremd Ave
Suite C-303
Rye, NY 10580
Fax: 212-493-4492
Attention: Michael Lau

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of September 11, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[2] the Backstop Parties and the Consenting Lenders.

CONSENTING LENDER:

Monarch Master Funding Ltd.

By: _____

Name: Andrew Herenstein

Title: Managing Principal

Notice Address:

535 Madison Avenue
New York, NY 10022

Fax: (212) 554-1701
Attention: Andrew Herenstein

[2] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of September 10, **2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[1] the Backstop Parties and the Consenting Lenders.**

As of the date hereof, the undersigned holds or controls [redacted] **in principal amount of Second Lien Loans.**

CONSENTING LENDER:

EF Corporate Holdings LLC
By: Ellington Financial Management LLC, its investment manager

By: _____

Name: Mark Tecotzky

Title: Authorized Signatory

Notice Address:

EF Corporate Holdings LLC c/o
Ellington Financial Management
LLC

53 Forest Avenue
Old Greenwich, CT 06870
Fax: 203-698-0869
Attention: Mark Heron

[1] Capitalized terms are defined in the Restructuring Support Agreement.

Effective as of September 10 **, 2015, the undersigned agrees to become a Consenting Lender under the Restructuring Support Agreement, dated as of August 14, 2015, by and among Samson Resources Corporation and certain of its subsidiaries, the Sponsors,[1] the Backstop Parties and the Consenting Lenders.**

As of the date hereof, the undersigned holds or controls [redacted] **in principal amount of Second Lien Loans.**

CONSENTING LENDER:

Ellington Credit Opportunities Ltd.
By: Ellington Management Group, LLC, its investment manager

By: _____

Name: Mark Tecotzky

Title: Authorized Signatory

Notice Address:

Ellington Credit Opportunities Ltd. c/o Ellington Management Group, LLC

53 Forest Avenue
Old Greenwich, CT 06870
Fax: 203-698-0869
Attention: Mark Heron

[1] Capitalized terms are defined in the Restructuring Support Agreement.

EXHIBIT A
TERM SHEET

SAMSON RESOURCES CORPORATION

August 14, 2015

RESTRUCTURING TERM SHEET

Plan Enterprise Value	■ $1.275 billion
New Money Investment	■ $450mm gross new money investment (the "New Money Investment") available to all Existing Second Lien Term Lenders via a debt and equity rights offering ■ The New Money Investment shall include (i) a minimum of $325mm in the form of an equity rights offering (the "Equity Rights") and (ii) a maximum of $125mm of gross new second lien debt capital ("New Debt") – Equity Rights structured as common equity and struck at 20% discount to Plan Enterprise Value – New Debt to have the following terms: • Second lien security interest; structured as a term loan • Annual cash-pay interest rate of 8.5% for the first 12 months post-closing, after which the cash interest rate shall be increased by 50 basis points, and shall be further increased by 50 basis points on each 6-month anniversary thereafter • 5 year term; no prepayment penalty for the first 12 months post-closing, after which 102, 101, par • 2.0% cash fee to all funders of New Debt ■ By November 1, 2015 or as otherwise agreed by the Company and the Backstop Parties, and prior to the Effective Date, management will estimate the pro forma Effective Date Liquidity ("EDL") of the Company; to the extent the pro forma EDL is estimated to be less than $350mm, the New Money Investment will be increased by $35mm (the "New Money Investment Expansion" or "NMIE"), from $450mm

	to $485mm – The $35mm NMIE will be funded at the same ratio as new money is subscribed for in the New Money Investment[1] – Pro forma EDL is estimated to be ~$400mm, with ~$100mm RBL Facility availability[2] and ~$300mm cash – Pro forma EDL will deduct management's good faith estimate of known financial and business restructuring costs that are anticipated to be paid during the 6 month post-closing period; these restructuring costs shall be estimated assuming a status quo operation of the Company (i.e., no acquisitions or divestitures)
Backstop Terms	■ New Money Investment to be backstopped by the Backstop Parties as listed in Appendix A – The Backstop is to be composed of $413.25mm common equity (the "Equity Backstop") and $36.75mm New Debt (the "Debt Backstop") commitments – To the extent any backstop funding is required, the Debt Backstop is to be utilized first to satisfy any capital shortfall (subject to both the Debt Backstop maximum of $36.75mm and the aggregate New Debt maximum of $125mm), and thereafter the Equity Backstop is to be utilized ■ 22.5% of the New Money Investment to be set aside as Equity Rights for the Equity Backstop Parties (the "Holdback") ■ An amount equal to 10% of the New Money Investment, or $45mm, of equity will be issued at a 20% discount to Plan Enterprise Value and granted to the Equity Backstop Parties (the "Equity Fee Grant"), less the amount granted to the Debt Backstop Parties per the below – A portion of the Equity Fee Grant in an amount equal to 3.5% of the $36.75mm Debt Backstop will be granted to the Debt Backstop Parties; the remainder of the Equity Fee Grant will be allocated to the Equity Backstop Parties ■ Remaining terms to be negotiated as part of the Equity and Debt

[1] As an example, in a fully-funded New Money Investment, assuming $100mm of New Debt is elected and therefore $350mm of Equity Rights is elected, the $35mm NMIE will be funded as ~22.2% New Debt ($100mm / $450mm), and ~77.8% Equity Rights; provided, however, that the New Debt will always remain capped at $125mm.

[2] Reflects $750mm Borrowing Base / maximum availability and $650mm drawn.

	Backstop Commitment and Equity Commitment Agreement; Equity and Debt Backstop Commitments will have an outside date of December 15, 2015; provided, however, that with the majority consent of the Backstop Parties (by commitment amount), the Company may extend the outside date to January 15, 2016.
Use of Proceeds	■ The existing Reserve Based Loan Facility (the "RBL Facility") will be paid down to $650mm, including the set off post-termination of outstanding hedge value ■ Remainder for cash on balance sheet and fees and expenses, including the fees and expenses of the Backstop Parties – Upon Closing, the Backstop Parties shall receive a $10mm work fee payable in cash pro rata to the Debt Backstop Parties and the Equity Backstop Parties based on total Equity and Debt Backstop Commitments.
Non-Core Asset Sale	■ As determined by the post-reorganization Company's Board of Directors in consultation with management, the Company shall prepare to sell the Non-Core Assets and shall use the resulting net proceeds: (i) to pay down the RBL Facility to the extent necessary to remain in compliance with the pro forma borrowing base level and provide for sufficient liquidity; (ii) to partially prepay the New Debt with the remaining net proceeds; and (iii) for general corporate purposes
Existing Second Lien Term Loan	■ The Existing Second Lien Term Lenders shall receive all of the New Common Equity to the extent is it not allocated to the New Money Investment or other parties in the bankruptcy cases as set forth elsewhere herein
RBL Facility	■ Amended and restated, and to include (among other terms) a Borrowing Base / maximum availability of at least $750mm on the Effective Date and for a period of 18 months thereafter or as otherwise agreed by the Backstop Parties and the Company; subject to a pre-negotiated adjustment for the sale of Non-Core Assets
Unsecured / Senior Unsecured Notes	■ 1.0% of the reorganized common equity provided to the unsecured class if it votes in favor of the Plan, 0.5% provided if it votes against the Plan (these amounts are post-new money but prior to management dilution)

	■ Existing Second Lien Term Loan to share in the above consideration to the extent of its deficiency claim
Management Incentive Plan	■ 10% of the reorganized common equity (on a fully-diluted basis) shall be reserved for a board and management incentive plan ("MIP"), with 5% to be preliminarily granted on the Effective Date or as soon as practicable thereafter in consultation with the CEO (but ratified by the post-Effective Date Board) ■ The form and timing of any additional MIP grants to be determined by the compensation committee of the Board of the Reorganized Company
Governance	■ 7-person Board of Directors, consisting of: (i) the CEO; (ii) 2 directors elected by the Existing Second Lien Term Lenders; and (iii) 4 directors elected by the Backstop Parties (the "Backstop Directors")[3] – Backstop Parties shall select a nationally-recognized executive search firm to assist with the identification of Board candidates; selections shall be made in consultation with the CEO – For a period of 4 years, Material Corporate Decisions (see below) shall require a supermajority vote of the 4 Backstop Directors – Material Corporate Decisions include: (i) material M&A transactions; (ii) IPOs, share sales, or a sale of the Company / all its assets; (iii) dividends / distributions / repurchases; (iv) any share issuances (including common, preferred, convertible, warrants) ■ The post-reorganization Company is anticipated to be a private C-Corp., with LLC-style governance and related operating / shareholders agreements
Break Up Fee	■ Following Bankruptcy Court approval of the Backstop Motion (defined below), in the event that the Company exercises its fiduciary out and does not accept the transaction contemplated herein, the Company will pay the Backstop Parties a $10 mm breakup fee ("Break Up Fee"). The Break Up Fee will be payable to and allocated among the Equity Backstop Parties and the Debt Backstop Parties consistent with the allocation of the Equity Fee Grant described above. For the

[3] Both the Debt Backstop Parties and the Equity Backstop Parties will participate in the selection of the Backstop Directors; selections shall be based upon backstop commitment amounts.

	avoidance of doubt, under no circumstances will both the Work Fee and the Break Up Fee be payable to the Backstop Parties.
Other	■ This Restructuring Proposal is non-binding and is subject to the completion of definitive documentation, including execution of a restructuring support agreement ("Restructuring Support Agreement") that will be filed with the court on the petition date (by September 16, 2015), together with an agreed form of motion to approve the backstop economics, including the break up fee and the outside date ("Backstop Motion"), which will clearly state the debtor's intention to assume the Restructuring Support Agreement pursuant to (and on the effective date of) the Plan and the debtor's acknowledgment that in order to assume, it must comply with the terms of the Restructuring Support Agreement; provided that the Backstop Motion will be required to be scheduled for hearing as soon as possible and approved by the Court by October 15, 2015; and an agreed form of plan of reorganization and related disclosure statement, together with a motion to approve the disclosure statement/solicitation procedures, including a request for a confirmation hearing by December 1, 2015 ("Solicitation Procedures Motion") and motion to approve bidding procedures for the 363 sale described below ("Bid Procedures Motion"), all to be filed on the petition date (not later than September 16, 2015), with a requirement that the Solicitation Procedures Motion (and if requested by the majority Backstop Parties by commitment amount, the Bid Procedures Motion) be scheduled for hearing as soon as reasonably practicable and approved by the Court by October 15, 2015. ■ Upon acceptance by the Company, the Funding Committee will disclose the contemplated terms to the Private Side Existing Second Lien Term Loan Syndicate, and Willkie Farr & Gallagher LLP and Houlihan Lokey Capital Inc. will seek requisite Existing Second Lien Lender bankruptcy support via the Restructuring Support Agreement ■ Any amendments to this Restructuring Proposal shall require the majority consent of the Backstop Parties by commitment amount. ■ The Restructuring Support Agreement will provide for the upfront releases set forth in Appendix B. ■ Parties to execute Restructuring Support Agreement that includes, among other things, fiduciary out for the Company and mutual termination events and milestones associated with all aspects of transaction, all to be agreed, as well as an agreement among the

	Company and Backstop Parties, subject to the Backstop Parties having the right to credit bid the Second Lien Loans, to effectuate the restructuring through a 363 sale in the absence of requisite Existing Second Lien Lender support for a plan of reorganization, which terms shall include, without limitation, (i) economic terms no less favorable to the Backstop Parties than the economic terms of the Backstop of the New Money Investment set forth herein and (ii) the terms set forth in Appendix C ("363 Required Terms"). ■ The Backstop Parties will agree only to support a plan of reorganization that is consistent with the terms set forth herein and has the equity and backstop commitments provided by the Backstop Parties listed in Appendix A.

APPENDIX B

Sponsor Releases. The Restructuring Support Agreement ("RSA") will provide that as of the date the RSA is fully executed by the Debtors, the Backstop Parties, the Requisite Consenting Second Lien Lenders[4] and the Consenting Sponsors[5] (the "Support Effective Date"), the Backstop Parties and the Consenting Second Lien Lenders will release the Consenting Sponsors and their predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, current and former officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each solely in their capacity as such (collectively with the Consenting Sponsors, the "Sponsor Released Parties") and the Debtors' current officers and directors (together with the Sponsor Released Parties, the "Released Parties") from any and all claims and causes of action of any kind or nature whatsoever, whether known or unknown, fixed or contingent, past, present or future, in law or in equity in any way related to the Debtors or the Acceptable Plan[6] (collectively, the "Sponsor Releases"); *provided, however,* that no Released Party shall be released from any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a final order of a court of competent jurisdiction; and *provided further,* that that the Sponsor Releases shall terminate and be deemed, for all purposes, to be immediately null and void *ab initio* without any further action if (i) any Consenting Sponsor breaches any of the undertakings, representations, warranties or covenants of the RSA in any material respect, subject in all respects to the Consenting Sponsor's right to cure such breach in accordance with the terms of the RSA (ii) any Consenting Sponsor seeks additional consideration on account of its equity interests other than the releases that are expressly provided for in the RSA, (iii) the Chapter 11 Case for any of the Debtors shall have been converted to a case under chapter 7 of the Bankruptcy Code, or any such Chapter 11 Case shall have been dismissed by a final order of the Bankruptcy Court, or (iv) the Bankruptcy Court confirms any plan of reorganization for the Debtors that is not either (A) an Acceptable Plan or (B) a plan or sale transaction that (y) implements a transaction with the Backstop Parties containing the economic terms for the Backstop Parties on which the Backstop Parties committed and is otherwise consistent with the Term Sheet in all material respects, or (z) in the case of a plan, has been accepted by more than one half in number of the Second Lien Lenders voting on such plan, which accepting Second Lien Lenders collectively hold at least two-thirds in amount of the Second Lien Loans (or, in the case of a sale, sufficient second lien claims necessary to direct the agent to act in connection with such sale). The RSA will also include an assignment to the Consenting Sponsors of the released claims.

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[4] "Requisite Consenting Second Lien Lenders" will be defined to mean Second Lien Lenders holding at least 66.7% of the aggregate outstanding principal amount of the Second Lien Loans.

[5] "Consenting Sponsors" will be specified by name in the RSA and will consist of the current Samson equity holders that are affiliated with KKR and Crestview and each of the current and former members of the Samson board of directors.

[6] "Acceptable Plan" will be defined to mean a plan of reorganization consistent with this Term Sheet and otherwise acceptable to the parties to the RSA, each acting in its sole discretion.

Backstop Parties/Consenting Second Lien Lender Releases. The RSA will include releases by the Consenting Sponsors of each of the Backstop Parties and the Consenting Second Lien Lenders, which will be substantially similar to the Sponsor Releases.

APPENDIX C

363 Required Terms

- Subject to the terms of the Second Lien Loan Documents, the Second Lien Lenders shall have the right to credit bid their loan up to the amount of their debt

- Sale Enterprise Value will be $1.175 bn

- Breakup fee of 3% of the Sale Enterprise Value of $1.175bn or $35.25mm

- Expense reimbursement

- Minimum overbid of $1.4bn Sale Enterprise Value

- Bidding increments of $50 million (over the minimum overbid)

- Maximum third-party due diligence window of 1 month post decision to convert Plan from re-organization to 363 sale

- Third-party bidders required to obtain approval as a Qualified Bidder (to be defined in a mutually agreeable manner) with sufficient liquid assets to consummate the transaction

EXHIBIT B
BACKSTOP PARTIES

ANSCHUTZ INVESTMENT COMPANY
CERBERUS INSTITUTIONAL PARTNERS V, L.P.
CERBERUS INTERNATIONAL II MASTER FUND, L.P.
CERBERUS PARTNERS II, L.P.
COLUMBIA MANAGEMENT INVESTMENT ADVISERS, LLC
CREDIT SUISSE LOAN FUNDING LLC
EATON VANCE MANAGEMENT/BOSTON MANAGEMENT AND RESEARCH
INVESCO SENIOR SECURED MANAGEMENT, INC.
NYL INVESTORS LLC
SPCP GROUP, LLC

EXHIBIT C
MILESTONES

The failure to comply with any of the following Milestones will result in both a Lender Termination Event and a Company Termination Event under Section 9 of this Agreement:

Plan Milestones

1. The Company shall commence the Chapter 11 Cases on or before September 16, 2015 (the "Petition Date").
2. The Company shall file agreed forms of the Acceptable Plan and Disclosure Statement on the Petition Date.
3. The Requisite Consenting Lenders shall execute the Restructuring Support Agreement or Joinder Agreements to the Restructuring Support Agreement no later than October 14, 2015.
4. The Backstop Motion shall be filed on the Petition Date and approved by the Court on or before October 15, 2015, or such later date as the Company and the Required Backstop Parties agree, each acting in its sole discretion.
5. An agreement on an Amended RBL Facility shall be finalized by October 15, 2015.
6. The Solicitation shall commence no later than October 30, 2015.
7. An order confirming the Acceptable Plan shall be entered by December 1, 2015.
8. The Effective Date shall occur no later than the Effective Date Outside Date.

363 Sale Milestones

Upon the occurrence of a 363 Sale Triggering Event, the following Milestones shall take effect unless extended by agreement between the Company and the Required Backstop Parties, each acting in its sole discretion:

1. The Company will file the Bid Procedures Motion, together with a finalized Asset Purchase Agreement, by September 16, 2015.
2. A hearing will be held on the Bid Procedures Motion by October 15, 2015.
3. An order granting the relief requested in the Bid Procedures Motion will be entered by October 15, 2015.
4. An agreement on an Amended RBL Facility shall be finalized by October 15, 2015.
5. A sale hearing will be held by November 30, 2015.
6. The Company will close a 363 Sale by December 15, 2015.

EXHIBIT D
SPONSORS

CRESTVIEW ADVISORS, L.L.C.
CRESTVIEW OFFSHORE HOLDINGS II (892 CAYMAN), L.P.
CRESTVIEW OFFSHORE HOLDINGS II (CAYMAN), L.P.
CRESTVIEW OFFSHORE HOLDINGS II (FF CAYMAN), L.P.
CRESTVIEW PARTNERS (CAYMAN), LTD.
CRESTVIEW PARTNERS II (892 CAYMAN), L.P.
CRESTVIEW PARTNERS II (CAYMAN), L.P.
CRESTVIEW PARTNERS II (FF CAYMAN), L.P.
CRESTVIEW PARTNERS II (FF), L.P.
CRESTVIEW PARTNERS II (TE), L.P.
CRESTVIEW PARTNERS II CWGS (CAYMAN), L.P.
CRESTVIEW PARTNERS II CWGS (FF CAYMAN), L.P.
CRESTVIEW PARTNERS II GP, L.P.
CRESTVIEW PARTNERS II, L.P.
CRESTVIEW TULIP CREDIT, LLC
CRESTVIEW TULIP HOLDINGS LLC
CRESTVIEW TULIP INVESTORS LLC
CRESTVIEW, L.L.C.
KOHLBERG KRAVIS ROBERTS & CO. L.P.
KKR 2006 FUND, L.P.
KKR SAMSON INVESTORS L.P.
KKR SAMSON INVESTORS GP LLC
KKR 2006 FUND (SAMSON) L.P.
KKR SAMSON SA BLOCKER L.P.
KKR FUND HOLDINGS L.P.
KKR PARTNERS III, L.P.
OPERF CO-INVESTMENT LLC
SAMSON AGGREGATOR GP LLC
SAMSON AGGREGATOR L.P.
SAMSON CO-INVEST I L.P.
SAMSON CO-INVEST II L.P.
SAMSON CO-INVEST III L.P.

EXHIBIT E
JOINDER AGREEMENT

[_____], 2015

The undersigned ("Transferee") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of [___], 2015, a copy of which is attached hereto as Annex I (as it may be amended, supplemented, or otherwise modified from time to time, the "Restructuring Support Agreement"),[2] by and among the Company, the Consenting Lenders, and certain other parties.

1. Agreement to be Bound. The Transferee hereby agrees to be bound by all of the terms of the Restructuring Support Agreement, including, without limitation, the Release. The Transferee shall hereafter be deemed to be a "Consenting Lender" and a "Party" for all purposes under the Restructuring 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 12 of the Restructuring Support Agreement to each other Party.

3. Governing Law. This joinder agreement (the "Joinder Agreement") to the Restructuring 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.

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[2] Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Restructuring 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: _____