

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

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In re:	)	Chapter 11
	)	
SAMSON RESOURCES CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 15-11934 (CSS)
	)	
Debtors.	)	(Jointly Administered)
	)	

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**NOTICE OF HEARING TO CONSIDER  
(I) CONFIRMATION OF THE GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN  
OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS  
DEBTOR AFFILIATES AND (II) RELATED VOTING AND OBJECTION DEADLINES**

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**PLEASE TAKE NOTICE THAT** the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit acceptances for the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be modified, amended, or supplemented, the “Plan”);<sup>2</sup> (b) approving the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* (as may be amended, supplemented, or modified, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Bankruptcy Court will consider confirmation of the Plan (the “Confirmation Hearing”) will commence on **February 13, 2017, at 12:00 p.m.** (Eastern Time), before the Honorable Judge Sontchi, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street N., 5th Floor, Wilmington, Delaware 19801.

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

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan.

**PLEASE BE ADVISED:** THE CONFIRMATION HEARING MAY BE CONTINUED BY EITHER THE BANKRUPTCY COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE BANKRUPTCY COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

**CRITICAL INFORMATION REGARDING VOTING ON THE PLAN**

**Voting Record Date.** The voting record date is January 11, 2017 (the “Voting Record Date”), which is the date for determining which holders of Claims in Classes 3, 4 and 5 are entitled to vote on the Plan.

**Voting Deadline.** The deadline for voting on the Plan is February 6, 2017, at 5:00 p.m. (Eastern Time) (the “Voting Deadline”). If you received a Solicitation Package, including a ballot, and intend to vote on the Plan, you *must*: (a) follow the instructions carefully; (b) complete *all* of the required information on the ballot; and (c) execute and return your completed ballot according to and as set forth in detail in the voting instructions so that it is *actually received* by the voting and claims agent, Garden City Group, LLC (the “Voting and Claims Agent”) on or before the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

**CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

ARTICLE VIII OF THE PLAN CONTAINS CERTAIN INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS.

**SECTION VIII.F OF THE PLAN CONTAINS A THIRD-PARTY RELEASE.**  
THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

**Article VIII.F of the Plan contains the following provision:**

Except as otherwise provided in the Plan, as of the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the Debtors, Reorganized Debtors, and Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors’ restructuring efforts, the Debtors’ intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, or any other transaction relating to any security of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the subject matter

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

**Article VIII.G of the Plan contains the following provision:**

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

**Article VIII.H of the Plan contains the following provision:**

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released pursuant to Article VIII.E or Article VIII.F of the Plan, discharged pursuant to Article VIII.B of the Plan, or are subject to exculpation pursuant to Article VIII.G of the Plan, are permanently enjoined, from and after the Initial Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Non-Debtor Subsidiaries, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of

any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan. In addition, and without limiting the foregoing, from and after the Initial Effective Date, holders of General Unsecured Claims shall be permanently enjoined from taking any of the foregoing actions against the Debtors, the Non-Debtor Subsidiaries, and the Reorganized Debtors on account of such General Unsecured Claims.

**Plan Objection Deadline.** The deadline for filing objections to the Plan is February 9, 2017, at 5:00 p.m. (Eastern Time) (the “Plan Objection Deadline”). All objections to the relief sought at the Confirmation Hearing *must*: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Bankruptcy Court; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; *and* (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before February 9, 2017, at 5:00 p.m. (Eastern Time):

<i>Co-Counsel to the Debtors</i>	
Paul M. Basta, P.C. Edward O. Sassower, P.C. Joshua A. Sussberg, P.C. <b>KIRKLAND &amp; ELLIS LLP</b> 601 Lexington Avenue New York, New York 10022  -and-  James H.M. Sprayregen, P.C. Ross M. Kwasteniet Brad Weiland <b>KIRKLAND &amp; ELLIS LLP</b> 300 North LaSalle Chicago, Illinois 60654	Domenic E. Pacitti (DE Bar No. 3989) <b>KLEHR HARRISON HARVEY BRANZBURG LLP</b> 919 N. Market Street N, Suite 1000 Wilmington, Delaware 19801-3062  -and -  Morton R. Branzburg <b>KLEHR HARRISON HARVEY BRANZBURG LLP</b> 1835 Market Street, Suite 1400 Philadelphia, Pennsylvania 19103
<i>U.S. Trustee</i>	
David L. Buchbinder Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801	

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-and-

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New York, New York 10036

**ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials.** The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received materials in electronic format), please feel free to contact the Voting and Claims Agent, by: (a) calling the Debtors' restructuring hotline at 888-547-8096; (b) visiting the Debtors' restructuring website at: [www.GardenCityGroup.com/cases/SamsonRestructuring](http://www.GardenCityGroup.com/cases/SamsonRestructuring); and/or (c) writing to Garden City Group, LLC, Attn: Samson Resources Corporation Ballot Processing, c/o GCG, PO Box 10238, Dublin, OH 43017-5738. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov>. Please be advised that the Voting and Claims Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may *not* advise you as to whether you should vote to accept or reject the Plan.

**Filing the Plan Supplement(s).** The Debtors will file the Plan Supplement on or before January 24, 2017 and will serve notice on all holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed their Plan Supplement; (b) list the information contained in their Plan Supplement; and (c) explain how parties may obtain copies of such Plan Supplement.

**BINDING NATURE OF THE PLAN:**

**IF CONFIRMED, THE PLAN, SHALL BIND ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

Dated: January 13, 2017  
Wilmington, Delaware

*/s/ Domenic E. Pacitti*

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