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)

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING PAYMENT OF (I) MINERAL PAYMENTS AND (II) WORKING INTEREST DISBURSEMENTS

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state the following in support of this motion.

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively: (a) 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; and (b) scheduling a final hearing to consider entry of the final order within approximately 25 days of the commencement of these chapter 11 cases.

[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.

Jurisdiction and Venue

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

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 9013-1(m).

Background

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

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

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

Description of Critical Third-Party Interests and Payment Requirements Implicated by the Debtors' Oil and Gas Properties

I. Royalty Interest Holders and other Mineral Payees

8. A mineral interest generally consists of a real property interest in the minerals in place under a parcel of property, typically in fee simple,[2] and the exclusive right to explore, drill, and produce (generally, "Capture") such minerals from the land. Through a written agreement (an "Oil and Gas Lease"), owners of mineral interests sell or otherwise convey the exclusive right to Capture minerals (a "Working Interest") to a third party (a "Working Interest Holder") in exchange for either a share of production or payments in lieu of a share of production (a "Royalty Interest").

9. A Working Interest may be subject to or burdened by various other interests in minerals, production, or profits, which may have been created before or after the Oil and Gas Lease was entered into or which may exist in the absence of an Oil and Gas Lease. Such interests can take many forms including, but not limited to, overriding royalty interests,[3] non-participating royalty interests,[4] net profits interests,[5] production payments,[6] and unleased mineral interests[7] (collectively, with Royalty Interests, the "Interest Burdens").

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[2] A fee simple is "[a]n interest in land that, being the broadest property interest allowed by law, endures until the current holder dies without heirs; esp., a fee simple absolute." Black's Law Dictionary (9th ed. 2009).

[3] "Overriding royalty interests" are non-possessory interests in oil and gas produced at the surface, free of the expense of production. Williams & Meyers at 726.

[4] "Non-participating royalty interests" are expense-free interests in oil and gas as, if, and when produced. Williams & Meyers at 670.

10. The Debtors have 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.

11. Failure to make payments on account of the Interest Burdens (the "Mineral Payments")[8] would have a material adverse effect on the Debtors and their interests in the Oil and Gas Properties. Mineral Payments commonly are governed by state statutory frameworks that set strict payment deadlines and contain enforcement mechanisms including interest, fines, recovery of costs and attorneys' fees, and treble damages. Failure to pay Mineral Payments could expose the Debtors to such enforcement actions and could result in actions seeking the forfeiture, cancellation, or termination of Oil and Gas Leases.

12. Though the Mineral Payments are subject to variation due to many factors such as specific terms of underlying agreements, changes in ownership, and changes in the amount or type of minerals Captured, the Debtors generally make approximately 7,800 Mineral Payments totaling approximately $16.1 million per month. These payments generally are remitted by the Debtors to Interest Burden owners (the "Mineral Payees") on the twenty-fifth (25th) day of each month. As a result of the time required to market and sell the production and the significant

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5 "Net profits interests" are shares of gross production from a property, measured by net profits from operation of a property. Williams & Meyers at 64.

6 "Production payments" are shares of the minerals, up to a specified quantum of production or dollar amount, produced from the described premises, free of the costs of production at the surface. Williams & Meyers at 827.

7 "Unleased mineral interests" are mineral interests governed by applicable state law in lieu of a JOA (defined herein).

8 While the Debtors have other payment obligations related to their Oil and Gas Leases, such as extension payments and right-of-way payments, the Debtors are not requesting authority to make such payments pursuant to this Motion, as there are no prepetition amounts outstanding on account thereof.

accounting process required each month to accurately disburse the resulting proceeds, Mineral Payments generally are made sixty (60) days in arrears.[9]

13. Debtors estimate that, as of the Petition Date, there are approximately $33.8 million in as-yet unpaid Mineral Payments that are due to be paid over the next sixty (60) days, including approximately $15.9 million in such payments due in the next two weeks.[10] Accordingly, the Debtors request approval to pay up to $15.9 million in prepetition Mineral Payments on an interim basis, up to $33.8 million upon entry of the Final Order, and to continue making such payments in the ordinary course of business on a postpetition basis. Granting the requested relief will merely affect the timing of the Mineral Payments; the holders of Interest Burdens will not receive more than they would otherwise be entitled to under state laws or the Bankruptcy Code.

II. Working Interest Disbursements

14. The efficient Capture of minerals often requires access to an area of land and/or depths (the "Contract Area") that implicate the Working Interest of more than one Working Interest Holder. Accordingly, the rights and responsibilities associated with the Capture of minerals are allocated by and between the Working Interest Holders either by mutual agreement or by the application of well-established real property and contractual precedents.

15. Working Interest Holders commonly enter into a joint operating agreement (a "JOA") to govern the parties' relationship in a Contract Area. The JOA will designate one

[9] Certain exceptions include payments to the Bureau of Land Management, Bureau of Indian Affairs, and the State of Wyoming, all of which require 30-day payment terms.

[10] 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.

Working Interest Holder as the operator of the Contract Area (an "Operator"). The Operator conducts the day-to-day business associated with Capturing minerals in the Contract Area on behalf of the other Working Interest Holders (the "Non-Op Working Interest Holders").

16. In many instances, the Operator markets and sells the minerals Captured in the Contract Area and administers the payment of Mineral Payments on behalf of itself and Non-Op Working Interest Holders prior to disbursing the remaining proceeds to the Non-Op Working Interest Holders in accordance with the JOA (generally, the "Working Interest Disbursements").[11]

17. Failure to pay Working Interest Disbursements could result in a material adverse effect on the Debtors and their interests in the Oil and Gas Properties. Non-Op Working Interest Holders often have the same statutory protections as Mineral Payees. As a result, failure to pay Working Interest Disbursements could expose the Debtors to statutory enforcement mechanisms.

18. Non-Op Working Interest Holders often have additional remedies pursuant to mutual agreements such as a JOA. Such remedies can include the grant of a security interest in production to secure amounts owed by the Operator, the right to remove the Operator, the right to suspend rights in the Contract Area, and the right to interest on amounts owed.

19. The Debtors receive the majority of proceeds from production between the twentieth (20th) day of the month following the month in which the oil and gas is produced and the fifth (5th) day of the second month following the month in which the oil and gas is produced. The Debtors generate checks on account of the Working Interest Disbursements on the twentieth

[11] Occasionally, mineral owners within a Contract Area will choose not to enter into leases with any third party. If the Debtors end up drilling beneath the unleased mineral owners' properties, the Debtors generally must account to such unleased mineral owners which, under certain circumstances, can involve the distribution of a portion of the proceeds from the sale of oil and gas to such unleased mineral owners, less the necessary and reasonable cost of producing and marketing such product and improvements to the land. *See Cox v. Davison*, 397 S.W.2d 200, 201 (Tex. 1965).

(20th) day of each month. Checks on account of Working Interest Disbursements are remitted to Working Interest Holders on the twenty-fifth (25th) day of each month.

20. Though Working Interest Disbursements typically are not uniform and are not entirely predictable on a month-to-month basis, in the twelve months ending August 31, 2015, the Debtors remitted approximately $167.7 million in Working Interest Disbursements.

21. The Debtors seek only to remit or apply prepetition Working Interest Disbursements in the Debtors' ordinary course of business. In the ordinary course of business, the Debtors set-off Working Interest Disbursements owed to certain Working Interest Holders against the *pro rata* portion of operating expenses (the "Joint Interest Billings") owed by such holders. As of the Petition Date, the Debtors estimate that they have approximately $35.6 million of Working Interest Disbursements outstanding.[12] The Debtors request approval to remit or apply up to $14.8 million of the prepetition Working Interest Disbursements on an interim basis, up to $35.6 million upon entry of the Final Order, and to continue remitting the Working Interest Disbursements in the ordinary course of business on a postpetition basis. 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. Granting the requested relief will merely affect the timing of payments to the Working Interest Holders; these

[12] Included in this amount is approximately $1.9 million of Working Interest Disbursements that constitute credits due and owing to Non-Op Working Interest Owners. Such credits can arise where a third party vendor revises a previous billing, where duplicate payments were made, where audit findings result in a credit, where discrepancies in the ownership interests of Working Interest Holders are discovered or occur over time, or where initial capital costs are prepaid but an unused balance remains. In the ordinary course, if the Debtors determine that a particular Non-Op Working Interest owner is owed a credit for its share of Operating Expenses, the Debtors may remit such credit in the form of a Working Interest Disbursement or apply such credit to existing balance(s). Also included in this amount is approximately $2.0 million of Suspended Funds.

Working Interest Holders will not receive more than they would otherwise be entitled to under state laws or the Bankruptcy Code.

Relief Requested and Supporting Authority

III. The Debtors Should Be Authorized to Pay the Mineral Payments and Working Interest Disbursements

A. Proceeds Attributable to the Interests of Mineral Payees and Working Interest Holders Are Not Property of the Debtors' Estates

22. With certain exceptions, section 541 of the Bankruptcy Code provides that all property to which a debtor has legal or equitable interest becomes property of the estate upon the commencement of a chapter 11 case. 11 U.S.C. § 541(a)(1). This includes any interest in property that the estate acquires after commencement of the chapter 11 cases. 11 U.S.C. § 541(a)(7). However, section 541 does not by itself create new legal or equitable interests in property; instead, "[p]roperty interests are created and defined by state law." *Butner v. United States*, 440 U.S. 48, 54–55 (1979) (noting that "Congress has generally left the determination of property rights in the assets of a bankrupt's estate to state law"). Further, Congress was clear that section 541(a)(1) of the Bankruptcy Code "is not intended to expand the debtor's rights against others more than they existed at the commencement of the case." H.R. Rep. No. 95-595, 95th Cong., 1st Sess. 367–68 (1977); *see also Moody v. Amoco Oil Co.*, 734 F.2d 1200, 1213 (7th Cir. 1984) (holding that the "rights a debtor has in property at the commencement of the case continue in bankruptcy—no more, no less"). Thus, if a debtor holds no legal or equitable interest in property as of the commencement of the case, such property does not become property of the debtor's estate under section 541 and the debtor is prohibited from distributing such property to its creditors. *Pearlman v. Reliance Ins. Co.*, 371 U.S. 132, 135–36 (1962) ("The Bankruptcy Act simply does not authorize a [debtor] to distribute other people's property among

a bankrupt's creditors . . . [S]uch property rights existing before bankruptcy in persons other than the bankrupt must be recognized and respected in bankruptcy.").

23. Further, section 541(d) of the Bankruptcy Code provides that a debtor who holds only bare legal title to property but not equitable interest in such property as of the commencement of the case does not obtain equitable interest in such property pursuant to section 541 of the Bankruptcy Code. Specifically, it states:

> Property in which the debtor holds, as of the commencement date of the case, only legal title and not an equitable interest . . . becomes property of the estate under subsection (a)(1) or (2) of this section only to the extent of the debtor's legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold.

11 U.S.C. § 541(d).

24. Courts in this district have interpreted section 541(d) to "expressly" provide that when a debtor holds only bare legal title in property, such property is not property of the estate. *In re Lenox Healthcare, Inc.*, 343 B.R. 96, 100 (Bankr. D. Del. 2006). When a debtor holds legal title but not equitable interest in property, the debtors must turn such property over to the holders of such property. *See In re MCZ, Inc.*, 82 B.R. 40, 42 (Bankr. S.D. Tex. 1987) ("Where Debtor merely holds bare legal title to property as agent or bailee for another, Debtor's bare legal title is of no value to the estate, and Debtor should convey the property to its rightful owner."). A debtor who holds proceeds attributable to real property owned by another holds only bare legal title to such property. *See, e.g., In re Columbia Pac. Mortgage, Inc.*, 20 B.R. 259, 262–64 (Bankr. W.D. Wash. 1981) (holder of participation ownership interest brought successful action against bankruptcy trustee for proceeds of a sale of real property because holder was beneficial owner and debtor having only legal title held the proceeds in trust).

25. States in which the Debtors operate do not consider Oil and Gas Leases to be "leases" within the traditional use of the term. Instead, the Working Interests conveyed thereby

are considered conveyances of fee interests, incorporeal hereditaments, or profit à prendre. *See, e.g., Terry v. Humphreys*, 203 P. 539, 543 (N.M. 1922) (oil and gas lease transfers "more than a chattel interests or a mere license or incorporeal hereditament"); *Rich v. Doneghey*, 177 P. 86, 89 (Okla. 1918) (holding oil and gas lease grants "an 'incorporeal hereditament,' or, more specifically, a profit à prendre"); *Togeson v. Connelly*, 348 P.2d 63, 68 (Wyo. 1959) ("the right created by an oil lease is to search for oil and gas and if either is found to remove it from the land, and from this is would appear to be a profit à prendre and hence an incorporeal hereditament").

26. Interest Burdens are also considered interests in real property in the jurisdictions in which the Debtors operate. *See, e.g.* La. Code Civ. Proc. Ann. art. 3664 (2014) ("The owner of a mineral right may assert, protect, and defend his right in the same manner as the ownership or possession of other immovable property, and without the concurrence, joinder, or consent of the owner of the land or mineral rights.");[13] Minerals-Royalty Interests, 1991 Colo. Legis. Serv. S.B. 91-34 (West) ("Any conveyance, reservation, or devise of a royalty interest in minerals or geothermal resources, whether of a perpetual or limited duration, contained in any instrument executed on or after July 1, 1991, creates a real property interest which vests in the holder or holders of such interest the right to receive the designated royalty share of the specified minerals or geothermal resources or the proceeds therefrom in accordance with the terms of the instrument."); *Alamo Nat. Bank of San Antonio v. Hurd*, 485 S.W.2d 335, 338–39 (Tex. Civ. App. 1972) ("there can be no doubt in Texas but that an overriding royalty, whether payable in money or by the delivery of oil, is an interest in land"); *Edward v. Prince*, 719 P.2d 422, 424 (Mont. 1986) (interpreting a royalty interest under Montana law using a state law provision for

[13] Louisiana property law is rooted in civil law as opposed to common law, and as such, refers to real property as "immovable property" and personal property as "movable property."

real property); *Team Bank v. Meridian Oil Inc.*, 118 N.M. 147, 149 (1994) ("an overriding interest is an interest in real property"); *ANR W. Coal Dev. Co. v. Basin Elec. Power Co-op.*, 276 F.3d 957, 965 (8th Cir. 2002) (recognizing that "[o]verriding royalty holders have an interest that is a form of real property under North Dakota law"); *De Mik v. Cargill*, 485 P.2d 229, 231 (Okla. 1971) (noting that "[a]n overriding royalty interest generally is held to be an interest in real property" under Oklahoma law); *Johnson v. Anderson*, 768 P.2d 18, 23 (Wyo. 1989) (overriding royalty interest is a nonpossessory interest in real property). In these jurisdictions, the real property Interest Burdens, once created, became the property of their holders. *See, e.g., Tennant v. Dunn*, 110 S.W. 2d 53, 56 (Tex. 1937) (holding under Texas law that conveyances made pursuant to the creation of an Oil and Gas Lease convey a vested real property right at the time of the conveyance). As such, Interest Burdens, and the Mineral Payments owed on account thereof, are property of the third-party Mineral Payees and are outside the scope of property of the estate.

27. To the extent applicable nonbankruptcy law does not treat Interest Burdens as real property interests, section 541 expressly excludes certain Interest Burdens such as overriding royalty interests, from the definition of property of the estate. Section 541(b)(4)(B) states that:

> Property of the estate does not include any interest of the debtor in liquid or gaseous hydrocarbons to the extent that the debtor has transferred such interest pursuant to a written conveyance of a production payment[14] to an entity that does not participate in the operation of the property from which such production payment is transferred.

11 U.S.C. § 541(b)(4)(B).

[14] Production payment means "a term overriding royalty satisfiable in cash or in kind contingent on the production of a liquid or gaseous hydrocarbon from particular real property . . . determined without regard to production costs." 11 U.S.C. § 101(42A).

28. Because Working Interests and Interest Burdens are not property of the estate either by application of state law or pursuant to section 541(b) of the Bankruptcy Code, any proceeds or profits that the Debtors may take possession of during the pendency of these chapter 11 cases earned on account of the Working Interests or Interest Burdens are not property of the estate under section 541(a)(6) of the Bankruptcy Code. *See* 11 U.S.C. § 541(a)(6) (providing that proceeds, product, offspring, rents, or profits *of or from property of the estate* constitute property of the estate under section 541 of the Bankruptcy Code) (emphasis added).

29. Additionally, to the extent the Debtors have proceeds of Working Interest Holders or Mineral Payees in their possession, the Debtors at most hold bare legal title to such funds and hold no legal title to the percentage of the oil and gas production attributable to the Working Interests Holders or Mineral Payees. Indeed, the Debtors only take possession of proceeds from the sale of the Working Interest Holders' and Mineral Payees' share of oil and gas production because they market and sell the oil and gas production on behalf of the Working Interest Holders and Mineral Payees before remitting the Working Interest Disbursements and Mineral Payments to them. This Court has held that in such situations, a resulting trust is established on behalf of the holders of oil and gas royalty interests. *See Vess Oil Corp. v. SemCrude, L.P. (In re SemCrude, L.P.)*, 418 B.R. 98, 106 (Bankr. D. Del. 2009) (holding that funds in debtors' possession held on behalf of royalty interest holders were held in a resulting trust for such parties, debtors only held bare legal title to such property, and thus such funds were not property of the estate). The Supreme Court has held that property held by debtors for a third party (such as funds held on account of a resulting trust) is not property of the estate. *Begier v. Internal Revenue Service*, 496 U.S. 53, 59 (1990) ("Because the debtor does not own an equitable interest in property he holds in trust for another, that interest is not 'property of the estate.'"); *United*

States v. Whiting Pools, Inc., 462 U.S. 198, 205 n.10 (1983) (noting that "Congress plainly excluded property of others held by the debtor in trust at the time of the filing of the petition" from the bankruptcy estate). Thus, any property held by the Debtors on account of the Working Interest Holders and Mineral Payees is not property of the Debtors' estates.

30. Because the Working Interest Disbursements and Mineral Payments are not property of the estate, it is unclear whether the automatic stay would prevent any action by a Working Interest Holder or Mineral Payee to obtain possession or exercise control over the Working Interest Disbursements or Mineral Payments, as applicable. *See* 11 U.S.C. § 362(a)(3) (providing that the automatic stay is applicable to all entities for "any act to obtain possession of *property of the estate* or of *property from the estate* or to exercise control over *property of the estate*") (emphasis added). Failure to grant the relief requested by this motion could subject the Debtors to unnecessary litigation, either in or outside of the Bankruptcy Court, at a time when their resources are already subject to enormous strain. As such, the Debtors believe payment of the Working Interest Disbursements and Mineral Payments in the ordinary course of business is in the best interests of the Debtors and their creditors, and should be authorized by the Court.

31. No creditors are prejudiced by this motion. The Debtors have no right to distribute any funds on account of the Working Interest Disbursements or Mineral Payments to their creditors because the Working Interest Disbursements and Mineral Payments are not property of the estate. As such, for the reasons set forth above, the Debtors respectfully request that the Court (a) hold that the Working Interests and Interest Burdens and the amounts owed to Working Interest Holders and Mineral Payees on account thereof are not property of the Debtors' estates, either because (i) they are real property interests of third parties and not "property of the estate" pursuant to applicable nonbankruptcy law and section 541(a) of the Bankruptcy Code, (ii)

they are specifically excluded from the definition of property of the estate pursuant to section 541(b) of the Bankruptcy Code, or (iii) they are excluded specifically under section 541(d) of the Bankruptcy Code as interests in which the Debtors hold only bare legal title and (b) authorize the Debtors to make the Working Interest Disbursements and Mineral Payments to the Working Interest Holders and Mineral Payees, respectively, in the ordinary course of business, for obligations incurred both prepetition and postpetition on account of the Working Interest Disbursements and Mineral Payments.

32. Courts have routinely authorized payment to working interest holders and mineral payees under similar circumstances. *See, e.g.*, *In re Endeavour Operating Corp.*, Case No. 14-12308 (KJC) (Bankr. D. Del. Nov. 6, 2014); *In re Goldking Holdings, LLC*, Case No. 13-12820 (BLS) (Bankr. D. Del. Oct. 31, 2013); *In re Delta Petroleum Corp.*, Case No. 11-14006 (KJC) (Bankr. D. Del. Dec. 19, 2011); *In re Dune Energy, Inc.*, Case No. 15-10336 (Bankr. W.D. Tex. Mar. 10, 2015); *In re WBH Energy, LP*, Case No. 15-10003 (W.D. Tex. Jan. 26, 2015).[15]

B. Payment is Authorized by Sections 105(a) and 363(b) of the Bankruptcy Code.

33. Section 363 of the Bankruptcy Code provides, in relevant part, that "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Under section 363(b), courts in this jurisdiction require only that the debtor "show that a sound business purpose" justifies the proposed use of property. *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *see also In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring "good business reason" for use under section 363(b) of the Bankruptcy Code). Moreover, "[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a

[15] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) ("Overcoming the presumptions of the business judgment rule on the merits is a near-Herculean task."). Section 105(a) of the Bankruptcy Code further provides that a court "may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of" the Bankruptcy Code, pursuant to the "doctrine of necessity." 11 U.S.C. § 105(a).

34. The "doctrine of necessity" functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code and further supports the relief requested herein. *See In re Lehigh & New Eng. Ry.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor's continued operation); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 824–25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code "provides a statutory basis for payment of pre-petition claims" under the doctrine of necessity); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (explaining that the doctrine of necessity is the standard in the Third Circuit for enabling a court to authorize the payment of prepetition claims prior to confirmation of a reorganization plan).

35. In a long line of well-established cases, courts consistently have permitted postpetition payment of prepetition obligations where necessary to preserve or enhance the value of a debtor's estate for the benefit of all creditors. *See, e.g., Miltenberger v. Logansport, C&S W.R. Co.*, 106 U.S. 286, 312 (1882) (payment of pre-receivership claim prior to reorganization permitted to prevent "stoppage of [crucial] business relations"); *Dudley v. Mealey*, 147 F.2d 268,

271 (2d Cir. 1945) (extending doctrine for payment of prepetition claims beyond railroad reorganization cases), *cert. denied* 325 U.S. 873 (1945); *Mich. Bureau of Workers' Disability Comp. v. Chateaugay Corp. (In re Chateaugay Corp.)*, 80 B.R. 279, 285–86 (S.D.N.Y. 1987) (approving lower court order authorizing payment of prepetition wages, salaries, expenses and benefits).

36. The relief requested herein is appropriate and warranted under both sections 363(b) and 105(a) of the Bankruptcy Code. The authority to satisfy the Working Interest Disbursements and Mineral Payments in the initial days of these chapter 11 cases without disrupting their operations will send a clear signal to the marketplace, including Working Interest Holders and Mineral Payees, that the Debtors are willing, and, importantly, able to conduct business as usual during these chapter 11 cases.

37. If the relationships established by the Debtors with the Working Interest Holders and Mineral Payees are harmed, whether through non-payment or perceived difficulties of working with a chapter 11 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, their estates, and creditors would be substantial.

38. Based on the dire consequences that would result if the Debtors fail to honor the Working Interest Disbursements and Mineral Payments, the Debtors submit that the relief requested herein represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is therefore justified under sections 105(a) and 363(b) of the Bankruptcy Code.

IV. Payment of the Mineral Payments and Working Interest Disbursements Is in Furtherance of the Debtors' Fiduciary Duties Under Bankruptcy Code Sections 1107(a) and 1108.

39. The Debtors, operating their businesses as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code, are fiduciaries "holding the bankruptcy estate and operating the business for the benefit of its creditors and (if the value justifies) equity owners." *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). Implicit in the duties of chapter 11 debtors in possession is the duty "to protect and preserve the estate, including an operating business's going-concern value." *Id.*

40. Courts have noted that there are instances in which debtors in possession can fulfill their fiduciary duties "only . . . by the preplan satisfaction of a prepetition claim." *Id.* The *CoServ* court specifically noted that the preplan satisfaction of prepetition claims would be a valid exercise of a debtor's fiduciary duty when the payment "is the only means to effect a substantial enhancement of the estate," *id.*, and also when the payment was to "sole suppliers of a given product." *Id.* at 498. The court provided a three-pronged test for determining whether a preplan payment on account of a prepetition claim was a valid exercise of a debtor's fiduciary duty:

> First, it must be critical that the debtor deal with the claimant. Second, unless it deals with the claimant, the debtor risks the probability of harm, or alternatively, loss of economic advantage to the estate or the debtor's going concern value, which is disproportionate to the amount of the claimant's prepetition claim. Third, there is no practical or legal alternative by which the debtor can deal with the claimant other than by payment of the claim.

Id.

41. Payment of the Mineral Payments and Working Interest Disbursements meets each element of the *CoServ* court's standard. First, as described above, each of the creditors Mineral Payees and Working Interest Holders hold real property interests in the Debtors oil and

gas interests. Second, failing to make the Mineral Payments and/or Working Interest Disbursements when do could result in liens being placed on the Debtors' oil and gas interests, including proceeds therefrom. The time and cost attendant to multiple liens being perfected on the Debtors' assets could significantly disrupt the Debtors' businesses and restructuring process, which could cost the Debtors' estate a substantial amount in lost revenue. Accordingly, the harm and economic disadvantage that would stem from failure to pay any of the prepetition Mineral Payments and Working Interest Disbursements is grossly disproportionate to the amount of the prepetition claims that would have to be paid. And, third, with respect to each of the Mineral Payees and Working Interest Holders, the Debtors have determined that, to avoid significant disruption of the Debtors' business operations, there exists no practical or legal alternative to payment of the prepetition Mineral Payments and Working Interest Disbursements. Therefore, the Debtors can only meet their fiduciary duties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code through payment of the prepetition Mineral Payments and Working Interest Disbursements.

Applicable Banks Should be Authorized and Directed to Receive, Process, Honor and Pay Checks Issued and Make Other Transfers Requested to Pay the Mineral Payments and Working Interest Disbursements

42. The Debtors further request that the Court authorize and direct the banks and financial institutions on which checks were drawn or electronic payment requests were made in relation to the Working Interest Disbursements or Mineral Payments to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment. The Debtors also seek authority, but not direction, to issue new postpetition checks or effect new postpetition electronic funds transfers in replacement of any checks or transfer requests on account of the prepetition amounts owed in connection with any of the Working Interest

Disbursements or Mineral Payments that previously were voided, dishonored, or rejected as a result of the commencement of these chapter 11 cases.

The Requirements of Bankruptcy Rule 6003 are Satisfied

43. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date "to the extent that relief is necessary to avoid immediate and irreparable harm." For the reasons discussed above, authorizing the Debtors to honor the Working Interest Disbursements and Mineral Payments is proper because the Working Interest Disbursements and Mineral Payments are not property of the Debtors' estate. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture. For the reasons discussed herein, the relief requested is necessary in order for the Debtors to operate their business in the ordinary course and preserve the ongoing value of the Debtors' operations and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

Reservation of Rights

44. Nothing contained herein is intended or shall be construed as an admission as to the validity of any claim against the Debtors, a waiver of the Debtors' rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy Code. The Debtors expressly reserve their right to contest any claim related to the relief sought herein. Likewise, if the Court grants the relief sought herein, any payment made pursuant to an order of the Court is not intended to be nor should it be construed as (a) an admission as to the amount of, basis for, or validity of any claim of the Working Interest Holders or Mineral Payees under applicable nonbankruptcy law, (b) a waiver of any claims or causes of

action which may exist against any Working Interest Holder or Mineral Payee, or (c) an assumption, adoption, or rejection of any agreement, contract, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code. The Debtors are in the process of reviewing these matters and reserve all of their rights under the Bankruptcy Code.

Request for Bankruptcy Rule 6004(a) and 6004(h)

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

Notice

46. The Debtors will provide notice of this motion to: (a) the Office of the U.S. Trustee for the District of Delaware; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agent under the Debtors' first lien credit facility; (d) counsel to the agent under the Debtors' first lien credit facility; (e) the agent under the Debtors' second lien credit facility; (f) counsel to the agent under the Debtors' second lien credit facility; (g) the indenture trustee under the Debtors' 9.75% senior notes due 2020; (h) counsel to certain majority holders of the existing common stock of the Debtors; (i) holders of the existing preferred stock of the Debtors; (j) counsel to holders of the existing preferred stock of the Debtors; (k) the United States Attorney's Office for the District of Delaware; (l) the Internal Revenue Service; (m) the United States Securities and Exchange Commission; (n) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (o) the state attorneys general for states in which the Debtors conduct business; (p) all Working Interest Holders; and (m) all Royalty Interest Holders. The

Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

47. No prior request for the relief sought in this motion has been made to this or any other court.

[*Remainder of page intentionally left blank*]

WHEREFORE, the Debtors respectfully request entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, (a) granting the relief requested herein, and (b) granting such other relief as is just and proper.

Dated: September 17, 2015
Wilmington, Delaware

/s/ Domenic E. Pacitti

Domenic E. Pacitti (DE Bar No. 3989)
KLEHR HARRISON HARVEY BRANZBURG LLP
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Telephone: (302) 426-1189
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-and -

Morton Branzburg (*pro hac vice* admission pending)
KLEHR HARRISON HARVEY BRANZBURG LLP
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-and-

Paul M. Basta, P.C. (*pro hac vice* admission pending)
Edward O. Sassower, P.C. (*pro hac vice* admission pending)
Joshua A. Sussberg, P.C. (*pro hac vice* admission pending)
Ryan J. Dattilo (*pro hac vice* admission pending)
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-and-

James H.M. Sprayregen, P.C. (*pro hac vice* admission pending)
Brad Weiland (*pro hac vice* admission pending)
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300 North LaSalle
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Proposed Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT A

Proposed Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

INTERIM ORDER AUTHORIZING PAYMENT OF (I) MINERAL PAYMENTS AND (II) WORKING INTEREST DISBURSEMENTS

Upon the motion (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order"), (a) authorizing the payment or application of funds attributable to (i) mineral payments and (ii) working interest disbursements and (b) granting related relief, all as more fully described in the Motion; and upon the *Declaration of Philip Cook in Support of Chapter 11 Petitions and First Day Motions*; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and

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

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2015, at__:__ _.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on _____, 2015, and shall be served on: (a) the Debtors, Two West Second Street, Tulsa, Oklahoma 74103, Attn: Andrew Kidd; (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Ryan J. Dattilo and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Brad Weiland; (c) proposed co-counsel to the Debtors, Klehr Harrison Harvey Branzburg LLP, 919 N. Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti; (d) the office of the United States Trustee for the District of Delaware, Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Tiiara Patton and David Buchbinder; (e) the official committee of unsecured creditors (if any) appointed in these chapter 11 cases and their counsel; (f) counsel to the administrative agent for the Debtors' first lien revolving credit facility, Mayer Brown LLP, 71 S. Wacker Drive, Chicago, Illinois 60606, Attn: Sean T. Scott; (g) counsel to the administrative agent for the Debtors'

second lien term loan, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Margot B. Schonholtz and Ana Alfonso; (h) counsel to the Debtors' prepetition shareholders, Milbank Tweed Hadley & McCloy LLP, 28 Liberty Street, New York, New York 10005, Attn: Dennis F. Dunne and Lauren C. Doyle; (i) holders of the existing preferred stock of the Debtors, P.O. Box 699 Tulsa, OK 74101, Stacy Schusterman; and (j) counsel to holders of the existing preferred stock of the Debtors, Jones Day LLP, 2727 North Harwood Street, Dallas, Texas 75201, Attn: R. Scott Cohen. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors are authorized, but not directed, to pay the Mineral Payees, in the ordinary course of business, the Mineral Payments, in an interim amount not to exceed $15.9 million on account of the prepetition Mineral Payments.

4. The Debtors are authorized, but not directed, to pay or apply the Working Interest Disbursements, in the ordinary course of business, in an interim amount not to exceed $14.8 million on account of the prepetition Working Interest Disbursements.

5. The Debtors are authorized, but not directed, to setoff Working Interest Disbursements against Joint Interest Billings pursuant to agreement or applicable law in the ordinary course of business.

6. Any Working Interest Holder, Mineral Payee, or any other party that accepts payment from the Debtors on account of a Working Interest, Working Interest Disbursement, Interest Burden, or Mineral Payment, shall be deemed to have agreed to the terms and provisions of this Interim Order.

7. The banks and financial institutions on which checks were drawn or electronic payment requests were made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

8. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Interim Order or any payment made pursuant to this Interim Order shall constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim or lien against the Debtors, a waiver of the Debtors' rights to subsequently dispute such claim or lien, or the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

9. The Debtors are authorized to issue postpetition checks, or to affect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that previously were voided or dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any of the Working Interest Disbursements or Mineral Payments.

10. Notwithstanding the relief granted in this Interim Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to the orders authorizing use of cash collateral.

11. The content of the Motion satisfies the requirements of Bankruptcy Rule 6003(b).

12. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

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

Dated: _____, 2015
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

FINAL ORDER AUTHORIZING PAYMENT OF (I) MINERAL PAYMENTS AND (II) WORKING INTEREST DISBURSEMENTS

Upon the motion (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of a final order (this "Final Order"), (a) authorizing the payment or application of funds attributable to (i) mineral payments and (ii) working interest disbursements and (b) granting related relief, all as more fully described in the Motion; and upon the *Declaration of Philip Cook in Support of Chapter 11 Petitions and First Day Motions*; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United states District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and

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

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at hearings before this Court (the "Hearings"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearings establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to pay the Mineral Payees, in the ordinary course of business, the Mineral Payments, whether such obligations were incurred prepetition or postpetition in an amount not to exceed $33.8 million on account of prepetition Mineral Payments.

3. The Debtors are authorized, but not directed, to pay or apply the Working Interest Disbursements, in the ordinary course of business whether such obligations were incurred prepetition or postpetition in an amount not to exceed $35.6 million on account of prepetition Working Interest Disbursements.

4. Any Working Interest Holder, Mineral Payee, or any other party that accepts payment from the Debtors on account of a Working Interest, Working Interest Disbursement, Interest Burden, or Mineral Payment, shall be deemed to have agreed to the terms and provisions of this Final Order.

5. The Debtors are authorized, but not directed, to setoff Working Interest Disbursements against Joint Interest Billings pursuant to agreement or applicable law in the ordinary course of business.

6. The banks and financial institutions on which checks were drawn or electronic payment requests were made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

7. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Final Order or any payment made pursuant to this Final Order shall constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim or lien against the Debtors, a waiver of the Debtors' rights to subsequently dispute such claim or lien, or the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

8. The Debtors are authorized to issue postpetition checks, or to affect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that previously were voided or dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any of the Mineral Payments.

9. Notwithstanding the relief granted in this Final Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to the orders authorizing use of cash collateral.

10. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

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

Dated: _____, 2015
Wilmington, Delaware

_____
UNITED STATES BANKRUPTCY JUDGE