

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 (___)
	)	
Debtors.	)	(Joint Administration Requested)
	)	

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**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**

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

**Relief Requested**

1. By this motion, the Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively:

(a) authorizing, but not directing, the Debtors to pay in the ordinary course of business all undisputed, liquidated, prepetition amounts owing on account of (i) operating expenses, (ii) joint interest billings, (iii) marketing expenses, (iv) shipping and warehousing claims, and (v) 503(b)(9) claims (as defined herein); (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; and (c) scheduling a final hearing to consider entry of the final order within approximately 25 days of the commencement of these chapter 11 cases.

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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.

**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), 362, 363, and 503(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 6003 of the Federal Rules of Bankruptcy Procedures (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).

### **Obligations to be Paid**

#### **I. Payment of Operating Expenses**

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, 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”). The Debtors hold Working Interests in various oil and gas properties throughout the United States.

9. The efficient Capture of minerals often requires 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, commonly documented in a joint operating agreement (a “JOA”), or by the application of well-established real property and contractual precedents.

10. Working Interest Holders, either through a JOA or otherwise, will designate one Working Interest Holder as the operator of the Contract Area (the “Operator”). The Operator conducts the day-to-day business (the “Daily Operations”) associated with

Capturing minerals in the Contract Area on behalf of itself and the other, non-operating Working Interest Holders (each, a holder of a “Non-Op Working Interest”).

11. The Operator generally will pay all of the expenses associated with the Daily Operations (the “Operating Expenses”) on account of its Working Interest and the Non-Op Working Interests. It subsequently will bill the holders of Non-Op Working Interests for their *pro rata* share of Operating Expenses (each, a “Joint Interest Billing” or “JIB”).

12. 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 respective Joint Interest Billings.

13. Operating Expenses commonly include payments to third parties (the “Lien Claimants”) that perform labor or furnish or transport materials, equipment, or supplies used in the drilling, operating, or maintaining of an oil and gas property.

14. Operating Expenses also can include payments made to third parties who own property interests that are critical to the drilling, operating or maintaining of an oil and gas property. Such payments can take the form of lump sum payments, rentals, extensions, minimum payments, or damage payments made to surface or mineral interest owners.

15. Regardless of when an Operator is reimbursed by Non-Op Working Interest holders through the JIB process, the Operator must continue to pay Operating Expenses in a timely fashion. Failure to pay Operating Expenses when due could result in the Operator’s

removal as Operator under the JOA or, as discussed in greater detail below, the perfection and/or enforcement of liens on the Debtors' assets.<sup>2</sup>

16. Operating Expenses typically are not uniform and are not entirely predictable on a month-to-month basis. In the twelve months preceding the Petition Date, the Debtors paid approximately \$650.7 million in Operating Expenses. Non-Op Working Interest holders reimbursed or were billed by the Debtors approximately \$182.3 million on account of Joint Interest Billings.

17. By this motion, the Debtors seek only to pay undisputed, prepetition Operating Expenses owed in the Debtors' ordinary course of business. 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. 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.

## **II. Payment of Joint Interest Billings Arising from Non-Operated Properties**

18. The Debtors 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.

19. 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

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<sup>2</sup> By this motion, the Debtors do not concede that the assertion of any such liens would constitute a valid basis for removing the Debtors as Operator of any well and the Debtors expressly reserve the right to contest any such contention.

property to secure the payment of obligations owed to the Operator. 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' interests in the Oil and Gas Leases or the production therefrom. If asserted, such liens could restrict the Debtors' ability to dispose, transfer, or otherwise alienate its property, potentially severely impairing the Debtors' businesses.

20. Joint Interest Billings are not uniform and are not entirely predictable on a month-to-month basis. 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 million of prepetition Joint Interest Billings outstanding. 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.

### **III. Payment of Marketing Expenses**

21. In order to effectively market or sell production from oil and gas properties operated by the Debtors, the Debtors, as Operator, will make contractual arrangements (the "Marketing Arrangements") by which third parties will charge the Operator for gathering, transportation, treating, dehydration, compression, processing, fractionation, and other similar services necessary or desirable to get the oil and natural gas production to market in a condition ready for sale (such charges, collectively, the "Marketing Expenses").

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

23. The Debtors’ compliance with the Marketing Arrangements and timely payment of the Marketing Expenses is critical to the Debtors’ ability to receive revenue from production that they market both on behalf of themselves and third parties (the “Marketed Production”). Failure to receive such revenue would directly threaten and potentially cease the Debtors’ ability to make timely payments to third parties holding an interest in production, such as Working Interest Holders and royalty interest holders.<sup>3</sup>

24. The Debtors’ counterparties to the Marketing Arrangements commonly will have possession and, at times, title to the Marketed Production. Accordingly, failure to pay Marketing Expenses when due could result in such counterparties refusing to release production or revenues associated with the Marketed Production in their possession or refusing to accept delivery of additional Marketed Production.

25. 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. For instance, once shut-in, a well may not be able to be turned back on in the future. Further, 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. Without seamless compliance with their Marketing Arrangements and the

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<sup>3</sup> For additional detail regarding payments to royalty interest holders and Working Interest Holders *see Debtors’ Motion for Entry of Interim and Final Orders Authorizing Payment of (I) Mineral Payments and (II) Working Interest Disbursements*, filed contemporaneously herewith.

ability to make marketable for sale the Debtors' production, the Debtors revenue stream and ability to operate their business potentially would be severely impaired.

26. 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. 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.

#### **IV. Payment of Shipping and Warehousing Claims**

27. In the ordinary course of business, the Debtors, as Operator, engage certain vendors (the "Shippers") to transport or deliver goods, materials, or other property, including drilling pipe, casing, wellheads, and other necessary oil and gas equipment (the "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. The Shippers regularly possess Materials belonging to the Debtors and the holders of Non-Op Working Interests in an oil and gas property. The Materials are integral in the exploration and production process. The Debtors commonly require timely, and sometimes immediate, access to the Materials while drilling or operating a well.

28. Additionally, while the Debtors own multiple storage yards, they rely on approximately 30 additional vendors (collectively, the "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. Therefore, the Debtors believe that it is likely that they owe the Warehousemen certain amounts for prepetition storage fees.



If the Debtors were to default on any obligation to the Warehousemen, the Warehousemen may assert a lien, attempt to take possession of the Debtors' property, and/or bar the Debtors' access to Materials stored at the Warehousemen's yards.

29. 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.<sup>4</sup> 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 prepetition amounts owed to them by the Debtors (collectively, the "Shipping and Warehousing Claims") have been satisfied and their liens redeemed.

30. 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. 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.

**V. Payment of 503(b)(9) Claims**

31. The Debtors may have received certain goods or materials from various vendors (collectively, the "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-

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<sup>4</sup> 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.

term contracts. Rather, the Debtors often obtain supplies on an order-by-order basis. As a result, a 503(b)(9) Claimant may refuse to supply new orders without payment of its prepetition claims.

32. The Debtors also 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. The Debtors believe that as of the Petition Date, they owe approximately \$2.7 million on account of goods delivered within the 20 days prior to the Petition Date, the value of which may be entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code.<sup>5</sup>

33. Accordingly, the Debtors request the authority, but not the direction, to pay those undisputed claims arising from the value of such goods received by the Debtors within 20 days before the Petition Date that had been sold to the Debtors in the ordinary course of business (each, a “503(b)(9) Claim” and, together with the Operating Expenses, Joint Interest Billings, Marketing Expenses, and Shipping and Warehousing Claims, the “Obligations”). The Debtors do not seek to accelerate or modify existing payment terms with respect to the 503(b)(9) Claims. Rather, the Debtors will pay the 503(b)(9) Claims as they come due in the ordinary course of business.

## **VI. Payment of Outstanding Orders**

34. Prior to the Petition Date and in the ordinary course of business, the Debtors may have ordered goods that will not be delivered until after the Petition Date (the “Outstanding Orders”). 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

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<sup>5</sup> The Debtors do not concede that any claims described in this Motion are conclusively entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code, and the Debtors expressly reserve the right to contest the extent or validity of all such claims.

Debtors issue substitute purchase orders postpetition. To prevent any disruption to the Debtors' business operations, and given that goods delivered after the Petition Date are afforded administrative expense priority under section 503(b) of the Bankruptcy Code, 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 acceptance of goods subject to Outstanding Orders; and (b) authorizing the Debtors to satisfy such obligations in the ordinary course of business.

### **Basis for Relief Requested**

#### **VII. The Debtors Should Be Authorized to Pay the Obligations Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code**

35. 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 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).

36. 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).

37. 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).

38. As more particularly described below, based on the dire consequences that potentially could arise if the Debtors fail to honor the prepetition Obligations, 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.

**1. Failure To Make Timely Payment of Operating Expenses and Joint Interest Billings Would Threaten the Debtors' Ability To Operate and Subject the Debtors' Assets To The Perfection of Liens**

39. State law in the jurisdictions in which the Debtors operate protect the rights of mineral contractors by granting them statutory liens to secure payment for their services. By way of example, chapter 56 of the Texas Property Code grants a "mineral contractor" or "mineral subcontractor" a lien to secure payment for labor or services related to "mineral activities." Tex. Prop. Code Ann. § 56.002 (2014). "Mineral contractor" and "mineral subcontractor" are broadly defined to include, *inter alia*, persons performing labor or furnishing or hauling material, machinery, or supplies used in mineral activities. *Id.* § 56.001(2), (4). "Mineral activities" is similarly broad and includes digging, drilling, torpedoing, operating, completing, maintaining, or repairing an oil, gas, or water well, an oil or gas pipeline, or a mine or quarry. *Id.* § 56.001(1).

40. Other states in which the Debtors operate, including Colorado, Louisiana, Montana, New Mexico, North Dakota, Oklahoma, and Wyoming provide similar protection to parties that render services and provide materials to oil and gas companies. *See, e.g.*, Colo. Rev. Stat. § 38-24-101 (2014) ("[e]very person, firm, or corporation" that works as a contractor, subcontractor, laborer or supplier to any owner or lessee of an oil and gas lease is entitled to a lien upon the well itself or even the working interest to secure payment); La. Rev. Stat. Ann. § 9:4862 (2013) (granting liens to secure "obligations incurred in operations"); Mont. Code Ann. §§ 71-3- 1002 (2013) (granting liens to any "person, corporation, or partnership" that performs labor or furnishes materials under an express or implied contract with any owner of an oil and gas lease); N.M. Stat. Ann. § 70-4-1 (2013) (granting liens to any person or corporation who performs labor on any oil or gas wells or

furnishes or hauls any oil or gas well supplies); N.D. Cent. Code Ann. § 35-24-02 (2015) (“[a]ny person who shall, under contract with the owner of any leasehold for oil or gas purposes or any pipeline, perform any labor or furnish any material or services . . . is entitled to a lien under this chapter”); Okla. St. Ann. tit. 42, § 144 (providing liens for any “person, corporation, or co-partnership” that performs labor or services or furnishes materials used in connection with any oil or gas well); Wyo. Stat. Ann. § 29-3-103(a) (2005) (“[e]very person who provides materials or services on an oil well has a lien to secure payment for the materials or services”).

41. Similarly, where the Debtors hold a Non-Op Working Interest, the JOA and/or applicable law often grant the Operator special rights to a contractual and/or statutory lien to secure the obligations owed to the Operator on account of the Debtors’ interests in the oil and gas lease. *See* La. Rev. Stat. Ann. § 9:4882 (2013) (“The operator has a privilege over the property described in [La. Rev. Stat. Ann. §] 9:4883 to secure payment of all obligations incurred in the conduct of operations which the non-operator is personally bound to pay or reimburse.”); Miss. Code Ann. § 85-7-131 (“[a]s to oil and gas wells, the operator thereof shall have a lien upon the interest of each nonoperator . . . for the nonoperator’s proportionate share of the labor, material and services rendered”); N.D. Cent. Code. § 38-08-10 (“A person to whom another is indebted for expenses incurred in drilling and operating a well . . . may, in order to secure payment of the amount due, fix a lien upon the interest of the debtor in the production from the drilling unit”); Okla. Stat. Tit. 52, § 287.8 (“the unit shall have a first and prior lien upon the leasehold estate and other oil and gas rights in and to each separately-owned tract, [and] the interest of the owners thereof in and to the unit production . . . to secure the payment of the amount of the unit expense charged to and assessed against such separately-owned tract”). In addition, Operators furnishing services, labor, or materials for

the operation of a well may fall within the purview of, and seek recourse under, the traditional mineral contract lien statutes referenced *supra*.

42. Pursuant to section 362(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. 11 U.S.C. § 362(b)(3). As a result, Lien Claimants and Operators may be able to perfect liens against the Debtors' assets notwithstanding the automatic stay.

43. If the Lien Claimants and Operators were able to assert liens against the Debtors in the course of these chapter 11 cases, the results would be detrimental to the Debtors and their creditors. It is possible that the Lien Claimants and Operators could place liens on, among other things, the wells, the production and proceeds therefrom, or the Debtors' working interests (which are real property rights), and fixtures and equipment associated with the oil and gas properties. *See, e.g.*, N.M. Stat. Ann. § 70-4-1; Colo. Rev. Stat. § 38-24-101; Tex. Prop. Code Ann. § 56.002; *see also In re Energy Contractors, Inc.*, 49 B.R. 139, 139–40 (Bankr. M.D. La. 1985) (holding that a lien applies “to the oil and gas produced from a well, to the proceeds of the well that inure to the working interest in the well, to the mineral lease, and to the drilling equipment”). Further, in Louisiana, where the Debtors have many Oil and Gas Leases, state courts have repeatedly held the state's lien law is “*stricti juris*” (*see, e.g., P&A Well Serv. Inc. v. Blackie's Power Swivels, Inc.*, 507 So. 2d 280 (La. Ct. App. 1987); *Tracy v. Hewitt*, 92 So. 2d 757 (La. Ct. App. 1957)), meaning the lien can attach to any of the gas proceeds, property interests, or other property described in the state's lien statute—including property actually owned by third-party Non-Operating Working Interest holders with whom the Debtors must work cooperatively during and after these chapter 11 cases. *See, e.g. Sargent v. Freeman*, 16 So. 2d 737 (La. 1943) (finding that lien asserted on property owned by persons other than the Operator was valid and did not

violate the due process clauses of either the state or federal constitutions). As such, the Debtors' revenues and their relationships with Non-Op Working Interest holders could be placed in jeopardy absent the relief requested herein.

44. As such, failure to timely pay the Joint Interest Billings owing by the Debtors may result in Operators asserting lien rights under applicable state laws on the Debtors' Working Interests in the Oil and Gas Leases or the production or proceeds therefrom. As discussed, pursuant to section 362(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.

45. Where debtors have shown that the payment of prepetition claims is critical to maximize the value of their estates, courts in this District and other jurisdictions have routinely authorized payments to Lien Claimants and Operators 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 (HCM) (Bankr. W.D. Tex. Mar. 10, 2015); *In re WBH Energy, LP*, Case No. 15-10003 (W.D. Tex. Jan. 26, 2015).<sup>6</sup>

**2. Failure To Make Timely Payment of Shippers and Warehousing Claims Would Threaten the Debtors' Ability to Operate and Subject the Debtors' Assets To the Perfection of Liens**

46. As noted above, certain Shippers and Warehousemen also may be entitled under applicable non-bankruptcy law to assert certain possessory liens on the Debtors' raw materials, goods, or equipment in their possession (notwithstanding the automatic stay under section 362 of the Bankruptcy Code) in an attempt to secure payment of their prepetition claim. As a result, the Debtors anticipate that certain of the Shippers and Warehousemen

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<sup>6</sup> Based on 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.



may assert and/or perfect liens, simply refuse to turn over goods in their possession, or stop performing their ongoing obligations if they were not paid. Even absent a valid lien, to the extent certain Shippers, Warehousemen, or other third-parties have possession of the Debtors' inbound inventory, outbound products, or other Materials, mere possession or retention could severely disrupt the Debtors' operations.

47. Furthermore, paying the Shipping and Warehousing Claims should not impair unsecured creditor recoveries in these chapter 11 cases. In instances where the amounts owed to Shippers or Warehousemen is less than the value of the goods that could be held to secure a Shipping and Warehousing Claim, such parties may be fully-secured creditors of the Debtors' estates. In such instances, payment now only provides such parties with what they might be entitled to receive under a plan of reorganization, only without any interest costs that might otherwise accrue during these chapter 11 cases. Conversely, all creditors will benefit from the seamless transition of the Debtors' operations into bankruptcy.

48. Where debtors have shown that the payment of prepetition claims is critical to maximize the value of their estates, courts in this district and other jurisdictions have routinely authorized payments to Shippers and Warehousemen under similar circumstances. *See, e.g., In re Victor Oolitic Stone Co. d/b/a Indiana Limestone Co.*, No. 14-10311 (CSS) (Bankr. D. Del. Feb. 18, 2014); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Sept. 4, 2013); *In re Maxcom Telecomunicaciones, S.A.B. de C.V.*, No. 13-11839 (PJW) (Bankr. D. Del. July 25, 2013); *In re Geokinetics Inc.*, No. 13-10472 (KJC) (Bankr. D. Del. Mar. 12, 2013); *In re Ormet Corp.*, No. 13-10334 (MFW) (Bankr. D. Del. Feb. 27, 2013).<sup>7</sup>

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<sup>7</sup> 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.

**VIII. The Court Should Authorize the Payment of Claims Entitled to Priority Pursuant to Section 503(b)(9) of the Bankruptcy Code**

49. Section 503(b)(9) provides administrative priority for the “value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which goods have been sold to the debtor in the ordinary course of such debtor’s business.” These claims must be paid in full for the Debtors to confirm a chapter 11 plan. *See* 11 U.S.C. § 1129(a)(9)(A). Consequently, payment of such claims now only provides such parties with what they would be entitled to receive under a chapter 11 plan. Additionally, all creditors will benefit from the seamless transition of the Debtors’ operations into bankruptcy.

50. Moreover, the Bankruptcy Code does not prohibit a debtor from paying such claims prior to confirmation. As administrative claims incurred in the ordinary course of business, the Debtors believe they may pay such claims in accordance with their business judgment pursuant to section 363(c)(1) of the Bankruptcy Code. *See, e.g., In re Dura Auto. Sys. Inc.*, Case No. 06-11202 (KJC) (Bankr. D. Del. Oct. 31, 2006) Hr’g Tr. 49:21-23 (“I think arguably the debtor could pay its 503(b)(9) claimants without court approval.”). The timing of such payments also lies squarely within the Court’s discretion. *See In re Global Home Prods., LLC*, Case No. 06-10340 (KG), 2006 WL 3791955, at \*3 (Bankr. D. Del. Dec. 21, 2006) (agreeing with parties that “the timing of the payment of that administrative expense claim is left to the discretion of the Court”).

51. The Debtors’ ongoing ability to obtain goods as provided herein is key to their survival and necessary to preserve the value of their estates. Absent payment of the Section 503(b)(9) Claims at the outset of these chapter 11 cases—which 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. Failure to honor these claims in the ordinary course of business may also cause

the Debtors' vendor base to withhold support for the Debtors during the chapter 11 process. Such vendors could accelerate or eliminate favorable trade terms. Needless to say, such costs and distractions could impair the Debtors' ability to stabilize their operations at this critical juncture to the detriment of all stakeholders.

52. In addition, courts in this district and others have regularly authorized the payment of claims arising under section 503(b)(9) of the Bankruptcy Code in the ordinary course of business. *See, e.g., In re Sorenson Commc'ns, Inc.*, No. 14-10454 (BLS) (Bankr. D. Del. Mar. 4, 2014); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Sept. 4, 2013); *In re Maxcom Telecomunicaciones, S.A.B. de C.V.*, No. 13-11839 (PJW) (Bankr. D. Del. July 25, 2013); *In re Dex One Corp.*, No. 13-10533 (KG) (Bankr. D. Del. Mar. 19, 2013) (same); *In re Ormet Corp.*, No. 13-10334 (MFW) (Bankr. D. Del. Mar. 20, 2013); *In re Blitz U.S.A., Inc.*, No. 11-13603 (PJW) (Bankr. D. Del. Dec. 5, 2011).

**IX. The Court Should Confirm that Outstanding Orders Are Administrative Expense Priority Claims and that Payment of Such Claims Is Authorized**

53. Pursuant to section 503(b)(1) of the Bankruptcy Code, obligations that arise in connection with the postpetition delivery of goods and services, including goods ordered prepetition, are in fact, administrative expense priority claims because they benefit the estate postpetition. *See* 11 U.S.C. § 503(b)(1)(A) (providing that the "actual [and] necessary costs and expenses of preserving the estate" are administrative expenses); *see also In re John Clay & Co.*, 43 B.R. 797, 809–10 (Bankr. D. Utah 1984) (holding that goods ordered prepetition but delivered postpetition are entitled to administrative priority). Thus, the granting of the relief sought herein with respect to the Outstanding Orders will not afford such claimants any greater priority than they otherwise would have if the relief requested herein were not granted, and will not prejudice any other party in interest.

54. Absent such relief, however, the Debtors may be required to expend substantial time and effort reissuing the Outstanding Orders to provide certain suppliers with

assurance of such administrative priority. The attendant disruption to the continuous and timely flow of critical raw materials and other goods to the Debtors would force the Debtors to potentially halt operations and production, damage the Debtors' business reputation, erode the Debtors' customer base, and ultimately lead to a loss of revenue, all to the detriment of the Debtors and their creditors. Accordingly, the Debtors submit that the Court should confirm the administrative expense priority status of the Outstanding Orders and should authorize the Debtors to pay the Outstanding Orders in the ordinary course of business.

**X. Payment of the Obligations Is in Furtherance of the Debtors' Fiduciary Duties Under Bankruptcy Code Sections 1107(a) and 1108.**

55. 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.*

56. 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.*

57. Payment of the prepetition Obligations meets each element of the *CoServ* court's standard. First, as described above, each of the creditors holding prepetition Obligations possession of certain critical goods, products, and related materials, or provides critical services, which the Debtors need to continue operations. Second, the cost of replacing such goods, products, materials, held by or the services provided by, the creditors holding prepetition Obligations would be significantly more than the prepetition claim that the Debtors would have to pay. Additionally, any disruption in the Debtors' network of suppliers, service providers, and vendors would 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 Obligations is grossly disproportionate to the amount of the prepetition claim that would have to be paid. And, third, with respect to each of the holders of the prepetition Obligations, 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 Obligations. 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 Obligations.

**Applicable Banks Should Be Authorized and Directed to Honor and Pay Checks Issued and Make Other Transfers to Pay Obligations**

58. 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 Obligations 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 Obligations dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases.

**The Requirements of Bankruptcy Rule 6003 are Satisfied**

59. 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 pay the Obligations in order to prevent disruption to the Debtors' business through removal of the Debtors as Operator under Joint Operating Agreements or perfection of liens on the Debtors' assets, and granting the other relief requested herein is integral to the Debtor's ability to transition their operations into these chapter 11 cases. 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**

60. Nothing contained herein is intended or should 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 an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

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

61. 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**

62. 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 Operators; (p) the Lien Claimants; and (q) the state attorneys general for states in which the Debtors conduct business. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**No Prior Request**

63. 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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Edward O. Sassower, P.C. (*pro hac vice* admission pending)

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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**

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

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**INTERIM ORDER (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**

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Upon the motion (the “Motion”),<sup>2</sup> 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 of (i) operating expenses, (ii) joint interest billings, (iii) marketing expenses, (iv) shipping and warehousing claims, and (v) 503(b)(9) claims; (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; (c) scheduling a final hearing to consider approval of the Motion on a final basis; and (d) granting related relief, all as more fully set forth in the Motion; and upon the *Declaration of Phil 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

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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> All capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion.

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 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; and (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 prepetition Operating Expenses in an interim amount not to exceed \$13.2 million.

4. The Debtors are authorized, but not directed, to pay prepetition Joint Interest Billings in an interim amount not to exceed \$4.1 million.

5. The Debtors are authorized, but not directed, to pay prepetition Marketing Expenses in an interim amount not to exceed \$4.1 million.

6. The Debtors are authorized, but not directed, to pay prepetition Shipping and Warehousing Claims in an interim amount not to exceed \$14,000.

7. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay all or part of, and discharge, on a case-by-case basis, the 503(b)(9) Claims in an interim amount not to exceed \$2.7 million.

8. Any party that accepts payment from the Debtors on account of an Obligation shall be deemed to have agreed to the terms and provisions of this Interim Order.

9. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

10. The Debtors are authorized to pay all undisputed amounts related to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

11. 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.

12. 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.

13. 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 are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any of the Obligations.

14. 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.

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

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

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

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

19. 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

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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, <i>et al.</i> , <sup>1</sup>	)	Case No. 15-11934 (____)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

**FINAL ORDER (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**

Upon the motion (the “Motion”),<sup>2</sup> 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 of (i) operating expenses, (ii) joint interest billings, (iii) marketing expenses, (iv) shipping and warehousing claims, and (v) 503(b)(9) claims; (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; and (c) granting related relief, all as more fully set forth in the Motion; and upon the *Declaration of Phil 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 that this

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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 used but not otherwise defined herein have the meanings ascribed to them in the Motion

Court may enter a final order consistent with Article III of the United States Constitution; 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 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 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 a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay prepetition Operating Expenses in amount not to exceed \$25.6 million.
3. The Debtors are authorized, but not directed, to pay prepetition Joint Interest Billings in an amount not to exceed \$17.2 million.
4. The Debtors are authorized, but not directed, to satisfy Marketing Expenses in an amount not to exceed \$6.9 million.
5. The Debtors are authorized, but not directed, to satisfy Shipping and Warehousing Claims in an amount not to exceed \$30,000.
6. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay all or part of, and discharge, on a case-by-case basis, the 503(b)(9) Claims in an amount not to exceed \$2.7 million.

7. Any party that accepts payment from the Debtors on account of an Obligation shall be deemed to have agreed to the terms and provisions of this Final Order.

8. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

9. The Debtors are authorized to pay all undisputed amounts related to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

10. 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.

11. 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.

12. 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 are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any of the Obligations.

13. 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.

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

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

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

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

Dated: \_\_\_\_\_, 2015  
Wilmington, Delaware

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE