

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

In re:)	
)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹)	Case No. 15-11934 (CSS)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket No. 5

**ORDER AUTHORIZING THE
DEBTORS TO (I) CONTINUE TO OPERATE THEIR
CASH MANAGEMENT SYSTEM, (II) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, (III) MAINTAIN EXISTING BUSINESS
FORMS, AND (IV) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), authorizing the Debtors to (a) continue to operate the Cash Management System, (b) honor certain prepetition obligations related thereto, (c) in the ordinary course of business, maintain existing business forms, and (d) continue to perform intercompany transactions consistent with historical practice, all as more fully set forth 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

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.

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 as set forth herein.

2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System, substantially as identified on Exhibit 1 attached hereto and as described in the Motion; (b) honor their prepetition obligations related thereto; (c) maintain existing business forms; and (d) continue to perform Intercompany Transactions consistent with historical practice.

3. The Debtors are further authorized, in their sole discretion, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit 2 attached hereto; (b) use, in their present form, all correspondence and business forms (including letterhead, purchase orders, and invoices), as well as preprinted and future checks and other documents related to the Bank Accounts without reference to the Debtors' status as debtors in possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other

debits; (e) pay the prepetition Bank Fees; and (f) pay any ordinary course bank fees incurred in connection with the Bank Accounts, and to otherwise perform its obligations under the documents governing the Bank Accounts; *provided, however*, that the Debtors are not permitted to transfer funds between any of the Bank Accounts at JPMorgan Chase Bank, NA and any Bank Accounts at either Bank of Oklahoma or Wells Fargo Bank, N.A. Once the Debtors have exhausted their existing supply of checks, the Debtors will reprint checks with the designation "Debtor in Possession" and the corresponding bankruptcy number on all such checks; *provided, however*, that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend on such items within ten (10) days of the date of entry of this Order.

4. All existing depository and disbursement banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; *provided, however*, that (a) those certain existing deposit agreements between the Debtors and the banks shall continue to govern the postpetition cash management relationship between the Debtors and the banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, and (b) the Debtors and the banks may, without further Order of this Court, agree to and implement changes to the cash management systems and procedures in the ordinary course of business, including, without limitation, the opening and closing of bank accounts. With respect to the Wells Fargo

Mastercard Multicard Agreement (related to Samson Investment Company account ending 1028), Wells Fargo is authorized to make advances from time to time on behalf of the Debtors with a maximum exposure to Samson of \$300,000.00, Samson is authorized to continue to use the Wells Fargo Mastercard Multicard Agreement subject to the terms and conditions thereof, and the Debtors are authorized and directed to pay all prepetition charges relating thereto.

5. All banks provided with notice of this Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

6. In the course of providing cash management services to the Debtors, each of the banks at which the Bank Accounts are maintained is authorized, without further order of this Court, to deduct the applicable fees from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

7. Subject to the terms set forth herein, any bank may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Order (a) at the direction of the Debtors or (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored shall be deemed to be nor shall be

liable to the Debtors or their estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Order.

8. Any banks are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided, however*, that the Debtors' banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

9. The Debtors, in their sole discretion, are authorized to (a) open any new Bank Accounts or close any existing Bank Accounts, (b) enter into any ancillary agreements, including, without limitation, new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided, however*, that in the event that the Debtors open or close any Bank Accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall be provided to the Office of the United States Trustee for the District of Delaware (the "Office of the U.S. Trustee") and counsel to any official committee appointed in these cases (subsequent to its appointment) within 15 days; *provided, further*, that the Debtors shall open such new bank account(s) at banks that have executed a uniform depository agreement with the Office of the U.S. Trustee, or at such banks that are willing to immediately execute such an agreement.

10. For any bank maintaining any of the Bank Accounts that is party to a Uniform Depository Agreement with the Office of the U.S. Trustee, within 15 days of entry of this Order, the Debtors shall (a) contact such bank, (b) provide the applicable Debtor's employer identification number, and (c) identify each of its accounts held at such bank as being held by a debtor in possession in a bankruptcy case.

11. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

12. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course; *provided, however*, that the Debtors shall not transfer funds to non-Debtor affiliates, including foreign affiliates, during these chapter 11 cases without further order of this Court and notice to the Office of the U.S. Trustee, the agent under the Debtors' first lien credit facility, the agent under the Debtors' second lien credit facility, and counsel to any official committee appointed in these chapter 11 cases. Any postpetition intercompany claims arising from cash transfers will have superpriority administrative expense status under sections 507(b) and 364(c)(1) of the Bankruptcy Code that is senior to any potential superpriority administrative expense that may be asserted by any prepetition creditor. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts and shall make such records available to the Office of the U.S. Trustee, the agent under the Debtors' first lien credit facility, and the agent under the Debtors' second lien credit facility upon request; *provided*, that such records shall distinguish between prepetition and postpetition transactions.

13. Nothing contained in the Motion or this Order shall be construed to (i) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (ii) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

14. Nothing contained in the Motion or this Order shall be deemed or construed as an admission as to the validity or priority of any claim or lien against the Debtors or as a waiver of the Debtors' rights to dispute any claim or lien.

15. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

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

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

Dated: September 22, 2015
Wilmington, Delaware



CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Cash Management System Schematic



CASH MANAGEMENT SYSTEM

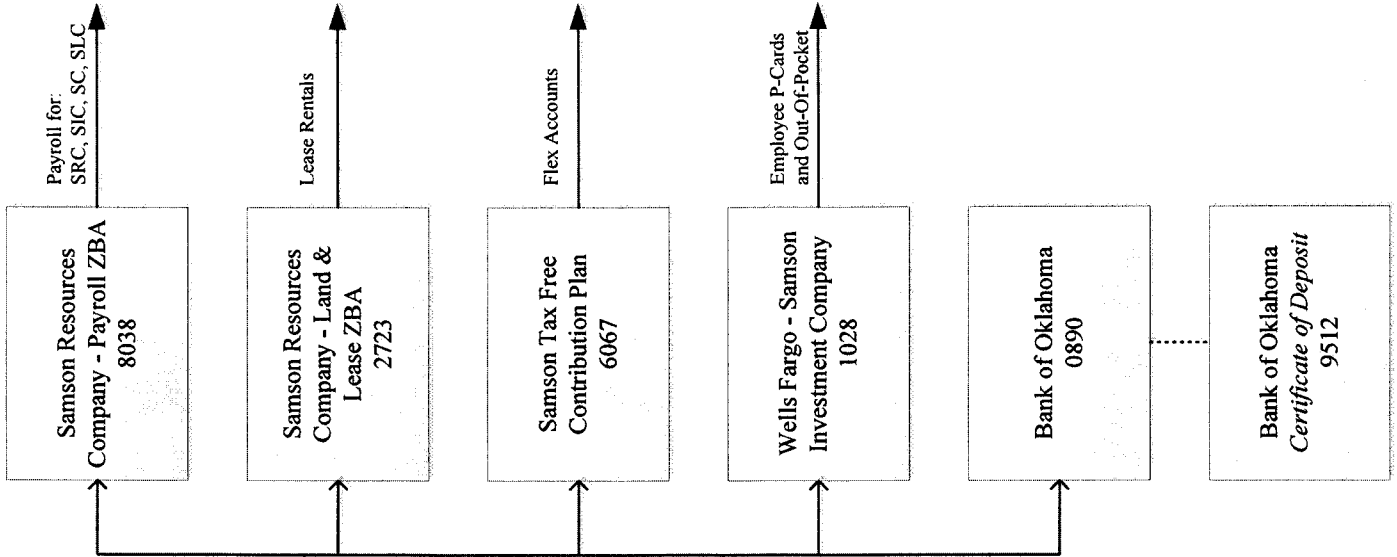


EXHIBIT 2

Bank Accounts

Bank Accounts

	Debtor	Bank Name	Account Number	Account Type
1	Samson Resources Company	JPMorgan Chase Bank, NA	XXXXXX2007	Operating
2	Samson Resources Company	JPMorgan Chase Bank, NA	XXXXXX8038	Payroll ZBA
3	Samson Resources Company	JPMorgan Chase Bank, NA	XXXXXX2723	Land and Lease ZBA
4	Samson Investment Company	JPMorgan Chase Bank, NA	XXXXXX6067	Tax Free Contribution Plan
5	Samson Resources Company	JPMorgan Chase Bank, NA	XXXXXX1478	Operating CDA ZBA
6	Samson Resources Company	JPMorgan Chase Bank, NA	XXXXXX1486	Revenue CDA ZBA
7	Samson Investment Company	JPMorgan Chase Bank, NA	XXXXXX9037	Funding
8	Samson Lone Star LLC	JPMorgan Chase Bank, NA	XXXXXX3022	Operating
9	Samson Lone Star LLC	JPMorgan Chase Bank, NA	XXXXXX1494	Operating CDA ZBA
10	Samson Lone Star LLC	JPMorgan Chase Bank, NA	XXXXXX1502	Revenue CDA ZBA
11	Samson Contour Energy Co.	JPMorgan Chase Bank, NA	XXXXXX4685	Operating
12	Samson Contour Energy Co.	JPMorgan Chase Bank, NA	XXXXXX1019	Operating CDA ZBA
13	Samson Contour Energy Co.	JPMorgan Chase Bank, NA	XXXXXX1076	Revenue CDA ZBA
14	Samson Investment Company	Bank of Oklahoma	XXXXXX0890	Issues Letters of Credit
15	Samson Investment Company	Bank of Oklahoma	XXXXXX9512	Certificate of Deposit for Letter of Credit
16	Samson Investment Company	Wells Fargo Bank, NA	XXXXXX1028	Business Expense