

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**DECLARATION OF ANDREW SCHMID IN SUPPORT OF THE SALE OF THE
PERMIAN MINERALS ASSET PACKAGE
TO STONE HILL MINERALS HOLDINGS, LLC**

I, Andrew Schmid, hereby declare under penalty of perjury as follows:

1. I submit this declaration (this “Declaration”) in support of the motion to sell certain assets free and clear of liens, claims, and interests and for related relief (the “Sale Motion”) filed by the above-captioned debtors (the “Debtors”). The statements in this declaration are, except where specifically noted, based on my personal knowledge. If I were called upon to testify, I could and would competently testify to the facts set forth herein on that basis. I am authorized to submit this declaration on behalf of Stone Hill Minerals Holdings, LLC (the “Buyer”).

2. I am a Vice President of the Buyer. The Buyer is a privately-held mineral and royalty acquisition and management company, and the Buyer purchases oil and gas mineral and royalty interests across the United States.

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.

3. The Buyer is the proposed purchaser of certain assets (the “Assets”) in the Debtors’ Permian Minerals asset package as more specifically described in the Asset Purchase Agreement between Samson Resources Company, Geodyne Resources, Inc., Samson Lone Star, LLC, and the Buyer, dated as of October 10, 2016 (the “Purchase Agreement”).

4. The Buyer has the financial ability to consummate the Purchase Agreement. Specifically, Quantum Energy Partners VI, LP (“Fund”) executed a commitment letter dated October 10, 2016 (the “Commitment Letter”). In connection with the Buyer’s contemplated acquisition under the Purchase Agreement, the Fund has approved a commitment of, and is prepared to contribute or cause to be contributed, equity capital to the Buyer, which capital contribution is sufficient to fund the purchase price payable by Buyer to the Debtors for the Assets in accordance with the Purchase Agreement. Such contribution of capital is subject to the terms and conditions of the Commitment Letter, and the Buyer has the right to enforce Fund’s capital commitment to Buyer pursuant to the Commitment Letter for purposes of funding the transaction contemplated by the Purchase Agreement.

5. The Buyer also has the financial and operational ability to comply with its obligations under the Purchase Agreement to contract counterparties on account of contracts assigned pursuant to the Purchase Agreement. The Buyer intends to operate the Assets and to fully satisfy any obligations properly due and owing under the Purchase Agreement, including post-closing obligations under the assigned contracts. The capital for such financial ability is generated by the ongoing business operations of the Buyer. Accordingly, contract counterparties will remain in the same or better position as they now occupy.

6. The Buyer is a third party with no prior relationship with the Debtors. The Buyer bid for the Assets on an arm’s-length basis in good faith and without collusion with any other

party. The Buyer bid with the expectation of receiving good-faith buyer protections under section 363(m) of the Bankruptcy Code in connection with the sale of the Assets under the Purchase Agreement.

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

Dated: October 15, 2016
Fort Worth, Texas

/s/ Andrew Schmid

Andrew Schmid