

FIRST AMENDMENT TO SURFACE DAMAGE AGREEMENT
Bonine 34-7-24 #3 and Bonine 34-7-24 #4

THIS FIRST AMENDMENT TO SURFACE DAMAGE AGREEMENT ("Amendment") is entered into this 29 day of September, 2011 by and between Lois I. Bonine, on behalf of herself, and her successors and assigns ("Bonine"), and Samson Resources Company ("Samson");

WHEREAS, Bonine and Samson entered into that certain Surface Damage Agreement dated March 8th, 2006 ("Agreement") granting Samson certain rights and access to Bonine's lands located in Township 34 North, Range 7 West, Section 24, La Plata County, Colorado (the "Lands")

WHEREAS, both Bonine and Samson desire to amend the Agreement to provide that the Department of Interior, including the Bureau of Land Management ("Department") will have access to the Lands as provided in that certain Instruction Memorandum No. 2009-078 issued by the Department on February 20, 2009;

NOW, THEREFORE, in consideration of the one-time payment provided below and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, both Bonine and Samson hereby agree to amend the Agreement as follows:

1. The Agreement shall be amended to add the following paragraph: Grantor hereby consents to use of and access to the Lands by the Department of Interior, including the Bureau of Land Management, to perform all necessary surveys and inspections.
2. Samson shall pay Bonine a one-time cash payment of ~~\$100,000.00~~ upon the execution of this Amendment.

Except as specifically amended, the terms and provisions of the Agreement remain unchanged. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, agents, successors and assigns.

This Amendment may be executed in any number of counterparts, each which shall be deemed an original for all purposes.

This Amendment is signed by Bonine and Samson as of the date above, but effective for all purposes as of the effective date of the Agreement.

Lois I. Bonine
Lois I. Bonine

Samson Resources Company
By: Georgina Mitchell
Its: Bl. Surface Landman

SURFACE DAMAGE AGREEMENT
Bonine 34-7-24 #3 and Bonine 34-7-24 #4

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned by Samson Resources Company ("Samson"), the adequacy and sufficiency of which is hereby acknowledged, Lois I. Bonine, on behalf of herself and her successors, heirs, and assigns (collectively "Grantor"), as owner of an interest in the following lands (the "Lands") located in La Plata County, Colorado:

*L.I.B.
Timberline
Corp*

Township 34 North, Range 7 West
Sec. 24: NWSE

does hereby consent to use of the Lands by Samson and its affiliates, joint owners, employees, contractors or other persons working for, with, or succeeding to Samson (collectively "Operator") as described herein and accepts such sum as compensation for the consent and rights granted herein (and the accompanying normal and necessary damage to the surface or improvements arising out of or related thereto). Operator hereby agrees to indemnify and hold Grantor harmless from all claims arising from Operator's operations on the Lands which are caused or contributed to by Operator's negligence or misconduct (unless caused by or contributed by Grantor's negligence or misconduct).

Operator shall only use such portions of the Lands as are reasonably necessary for its operations, and Grantor acknowledges that approximately 1.5 acres are reasonably necessary for both drillsite locations being the Bonine 34-7-24 #3 well and the Bonine 34-7-24 #4 well. Operator shall have the full and complete use of the original drillsite (approximately 1.5 acres) for future operations.

Grantor hereby grants unto Operator an easement for a road, not to exceed twenty feet (20') in width, located across the Lands as shown on the attached Exhibit "C". The parties hereto shall cooperate with each other concerning the use and enjoyment of the subject road, but any use by Grantor shall not hinder, conflict, or interfere, directly or indirectly, with Operator's exercise of its rights hereunder. Operator may, but is not required to, gate and lock such road.

The location of the well may be altered from the location shown on Exhibit "A" as required to obtain approval of the Colorado Oil and Gas Conservation Commission ("COGCC"), in which event the location of the pipelines and road easement will also be altered so as to align with the altered well location. In such case Grantor agrees to execute an amendment to this Agreement in recordable form indicating the correct well location and pipeline locations and road easement.

All pipelines shall, to the extent practicable, be buried to a minimum depth of 48 inches below the surface. Operator, in its discretion, may use synthetic liners for any pits utilized; however, Operator must bury said liners upon final reclamation of the site. To the extent practicable, Operator shall conduct its operations in a manner which reasonably accommodates Grantor's existing use of the Lands.

Grantor hereby waives receipt of the notification thirty (30) days prior to commencement of drilling operations as required by Rule 305.b of the COGCC rules and acknowledges that Grantor has received the brochure "Information for Oil and Gas Operators, Surface Owners and Surface Tenants" as per COGCC Rule 305.c(6). This Agreement shall serve as evidence that the consultation requirements of the COGCC Rules 305 and 306 have been fulfilled.

This Agreement shall continue until abandonment of the subject well and for a period of one year following such abandonment during which Operator shall have the right to remove all equipment, facilities and other fixtures installed pursuant to this Agreement. Upon abandonment of the well, Operator shall restore the surface of the Lands disturbed by Operator's operations to as reasonably near as condition as they were prior to Operator's operations in accordance with COGCC Rules.

This Agreement shall be a covenant running with the land and shall be binding on Operator and Grantor and their respective successors, heirs, and assigns.

The terms of this written Agreement and the letter agreement setting forth the full consideration payable hereunder shall constitute the full agreement between the parties hereto and no modification or amendment of this Agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, this Release is voluntarily entered into and executed this 8th, day of March, 2006.

SAMSON RESOURCES COMPANY

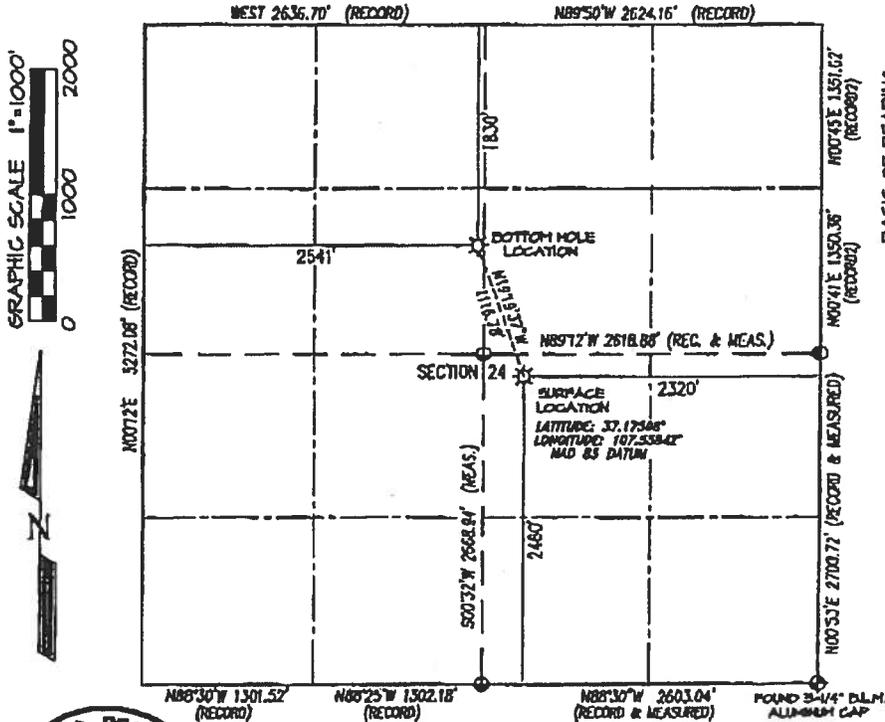
By: Georganne Mitchell
Georganne Mitchell
Surface Use Landman

Laine L. Barone, Trustee
By: Under a trust agreement dated March 13, 1979 for the benefit of Laine L. Barone.
Laine L. Barone, Trustee

**SAMSON RESOURCES COMPANY
BONINE 34-7-24 #3**

**SURFACE LOCATION: 2480' FSL, 2320' FWL
SEC. 24, T-34-N, R-07-W, S.U.L., N.M.P.M., LA PLATA COUNTY, COLORADO.
GROUND LEVEL ELEVATION: 6774'**

**BOTTOM HOLE LOCATION: 1830' FNL, 2541' FWL
SEC. 24, T-34-N, R-07-W, S.U.L., N.M.P.M., LA PLATA COUNTY, COLORADO.**



BASIS OF BEARING:
WEST STATE PLANE - GPS SURVEY SOLUTION ON NAD 83 DATUM
A REFERENCE STATION POSITIONED IN THE SE/4 SE/4 OF SECTION 24, T-34-N, R-7-W

BASIS OF ELEVATION:
TPOD ELEVATION INTERPOLATED FROM U.S.G.S. 7.5 MIN. "BAYFIELD" QUADRANGLE MAP & GPS ORTHOMETRIC HEIGHT SOLUTION.



- NOTES:**
1. THERE PREVIOUSLY EXIST NO PUBLIC APPROPRIATIONS WITHIN 200' OF THIS LOCATION OTHER THAN THOSE SHOWN HEREON OR ON ATTACHED PLS & PLS SHOWAL.
 2. WELL LOCATION FORMER EXIST MEASURED PERPENDICULAR TO SECTION LINES.
 3. SURFACE USE FOR THE LAND REPRESENTING THIS LOCATION IS PRIVATE MINERAL TRUSTS.
 4. THERE ARE NO DRILLING STRUCTURES WITHIN 400' OF THE FOOTPRINT OF THE WELL PAD.
 5. THERE ARE NO PLACED BOUNDARY LOT LINES WITHIN 200' OF THE FOOTPRINT OF THE WELL PAD.
 6. THERE ARE NO PUBLIC BORDS OR PROPERTY BOUNDARY LINES WITHIN 100' OF THE ACTUAL WELL BORE LOCATION.

⊕ and ⊙ denote found 3-1/4" S.U.I.R. aluminum cap unless otherwise noted.

I, KENNETH E. REA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT ACCURATELY REPRESENTS THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Kenneth E. Rea
KENNETH E. REA P.L.S. #31941

January 24, 2006
DATE

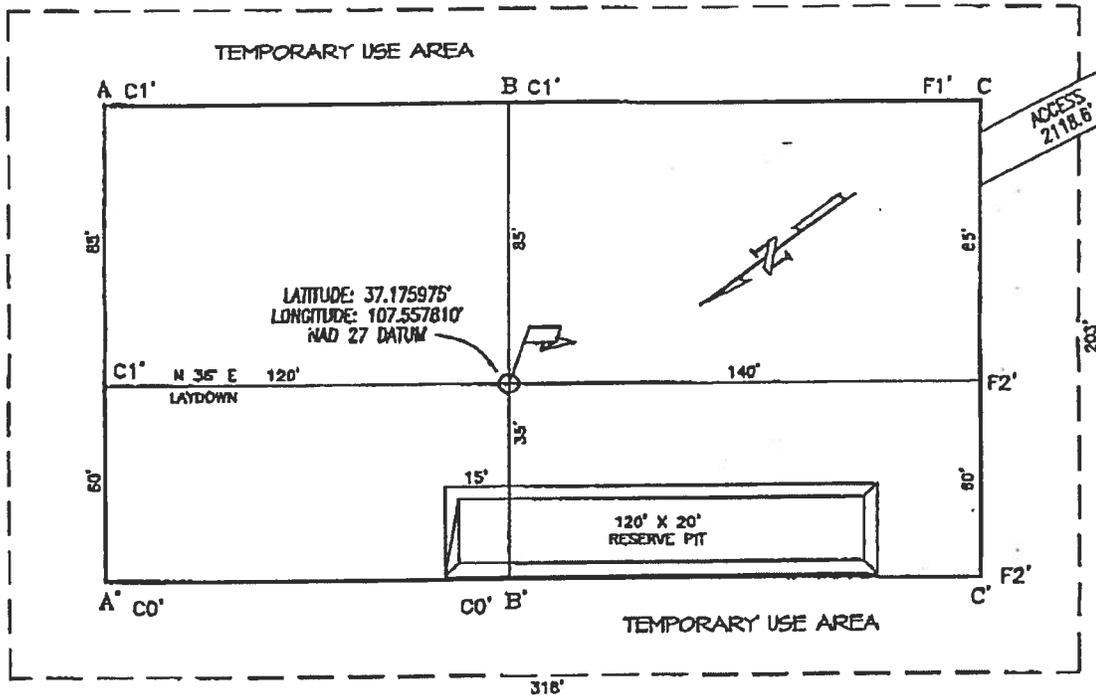
RECORD DIMENSIONS SHOWN PER 1985
B.L.M. DEPENDENT RESURVEY PLAT APPROVED
APRIL 21, 1985
RECORD DIMENSIONS SHOWN PER 1985
B.L.M. DEPENDENT RESURVEY PLAT APPROVED
MARCH 5, 1985

Prepared For:
SAMSON RESOURCES CO.

NORTSTAR
SURVEYING & MAPPING, INC.

75 County Rd. 231
DURANGO, CO. 81303
(970) 383-0851

SAMSON RESOURCES COMPANY: BONINE 34-7-24 #3
2460' FSL, 2320' FEL, SECTION 24, T-34-N, R-7-W, S.U.L., N.M.P.M.,
LA PLATA COUNTY, CO. GROUND LEVEL ELEVATION: 6774'



NOTE:
 BEFORE ANY CONSTRUCTION BEGINS,
 CONTRACTOR IS ADVISED TO CALL
 ONE-CALL FOR LOCATION OF ANY
 MARKED OR UNMARKED PIPELINES OR
 CABLES IN THE AREA OF THIS PROJECT.

A-A' ELEV. C/L

6784	.....	.....	.....	.....
6774	.....	.....	.....	.....
6764	.....	.....	.....	.....

B-B'

6784	.....	.....	.....	.....
6774	.....	.....	.....	.....
6764	.....	.....	.....	.....

C-C'

6784	.....	.....	.....	.....
6774	.....	.....	.....	.....
6764	.....	.....	.....	.....

SCALE: 1" = 50'